**NON-DISCLOSURE AND PROPRIETARY INFORMATION PROTECTION AGREEMENT (NDAPIPA)**

This **Non-Disclosure and Proprietary Information Protection Agreement**, hereinafter known as “Agreement”, is created on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_ , hereinafter known as “Effective Date,” by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter known as “Licensee,” located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter known as “Contractor,” located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Smart Innovations Inc., hereinafter known as “Licensor,” located at 1032 E Brandon Boulevard #1550, Brandon, Florida 33511-5509, United States. During their contractual engagement, either party may share certain proprietary information related to the Licensor’s IP and Work Product. Therefore, in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, All Parties hereto agree to the following:

1. **Definitions**. This Agreement refers to the following terms as defined below:

* **Agreement**: refers to this document titled Non-Disclosure and Proprietary Information Protection Agreement (NDAPIPA).
* **All Parties**: refers to the Licensor, Licensee, and Contractor.
* **Confidential Information**: refers to any information that has intellectual or commercial value related to either (i) Intellectual Property, or (ii) Work Product, or (iii) non-technical information relating to the Licensor’s IP and Work Product, including without limitation pricing, merchandising plans and strategies, margins, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, business plans, and any other information that is proprietary and confidential to the Licensor, and including other proprietary information related to the current, future, and proposed products and services of the Licensor, whether in writing, electronically, orally, or by observation.
* **Contractor**: refers to a third-party individual or entity, not directly affiliated with the Licensee, using the IP and Work Product and accessing Confidential Information on behalf of the Licensee as an independent contractor to perform specific tasks or services determined by the Licensee's business needs, subject to the conditions enumerated in the License.
* **Intellectual Property (or IP)**: refers to the legal rights focusing on the protection, use, and distribution control of the Work Product, including the copyright of the software, software programs, software source documents, engineering designs and drawings, formulae, documentation, drawings, sketches, apparatus, equipment, prototypes, user interfaces, models, inventions, patents, trade secrets, know-how, methods, processes, procedures, systems, techniques, algorithms, multimedia, logos, names, branding elements, business methods, and proprietary data associated with the Work Product.
* **License**: refers to the Standard End User License Agreement (EULA), which describes the rights granted by the Licensor to the Licensee and the conditions and restrictions with respect to how the IP and Work Product can be used, distributed, or modified. The EULA is referenced in the IP and Work Product and is accessible online at <https://epicemis.org/EULA>.
* **Licensee**: refers to the individual or entity that has obtained legal permission from the Licensor to use the IP and Work Product under the terms and conditions specified in the License.
* **Licensor**: refers to the sole owner of the Work Product and all its related IP.
* **Party**: refers to either the Licensor, Licensee, or Contractor.
* **Parties**: refers to the Licensee and Contractor.
* **Work Product**: refers to all tangible or intangible outputs and deliverables produced by the Licensor, including source code, binaries, executable files, prototypes, design documents, functional requirements specifications, user manuals, courses, training materials, help files, test plans, knowledge base articles, videos, forms, reports, databases, schemas, scripts, data sets, data models, architectural models, data flows, Unified Modeling Language (UML), and diagrams.

1. **Type of Agreement**. This Agreement shall be unilateral, whereby the Licensor shall have complete ownership of all IP and Work Product, prohibiting the Parties from disclosing, promoting, distributing, deploying, or offering said proprietary information to any other individual or entity.
2. **Exclusions**. The obligations of the Parties under this Agreement do not extend to information that is (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Parties; (ii) discovered or created by any of the Parties before disclosure by the Licensor; (iii) learned by any Party through legitimate means other than from the other parties or their representatives; or (iv) is disclosed by any Party with the written approval of another Party.
3. **Obligations.** The Parties shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Licensor. The Parties must carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and must require those individuals or entities to sign another NDAPIPA after notifying and obtaining approval from the Licensor. Both Licensee and Contractor shall not, without prior to the written approval of the Licensor, use for their own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Licensor any Confidential Information. All Parties shall return any and all records, notes, and other written, printed, or tangible materials in their possession pertaining to Confidential Information immediately if any Party requests it in writing.
4. **Term**. The provisions of this Agreement shall survive termination of this Agreement, and the duties of All Parties to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Licensor sends a written notice releasing the Parties from this Agreement, whichever occurs first.
5. **Severability.** In case one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.
6. **Waiver**. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
7. **Other Rights**. This Agreement is intended to supplement, and not to supersede, any rights the Licensor may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.
8. **Remedies**. The Parties acknowledge and agree that violation of this Agreement may cause Licensor irreparable harm and therefore agree that Licensor will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions.
9. **Integration**. This Agreement expresses the complete understanding of All Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing and signed by All Parties.
10. **Language and Interpretation**. All Parties acknowledge and agree that this Agreement is drafted in English and that any translation of this Agreement into any other language is provided for convenience only. In the event of any discrepancy or inconsistency between the English version and any translated version, the English version shall prevail and be used to interpret the terms and conditions of this Agreement.
11. **Governing Law.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the Florida Uniform Trade Secrets Act (§§ 688.001 to 688.009) without giving effect to the principles of conflict of laws.

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

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| **Licensee**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Entity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Contractor**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Entity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **Licensor**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Entity Name: Smart Innovations Inc.  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |