



Mutual Non-Disclosure Agreement

Birds Eye Global Tracking, LLC

And



MUTUAL NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement"), is dated as of _____ between Birds Eye Global Tracking, LLC having an office at 1021 E Oakwood Street, Unit C Tarpon Springs, FL 34689 and _____ having an office at _____ (the "Company"). Each a "Party" and collectively the "Parties".

WHEREAS, Company is the business of marketing and distributing products and services; and BIRDS EYE GLOBAL TRACKING, LLC owns or controls certain technologies, product designs, know how, service offerings and manufacturing and distribution contacts related to the GPS Tracking.

WHEREAS, BIRDS EYE GLOBAL TRACKING, LLC and Company desire to engage in discussions regarding a potential business relationship pertaining to the Products and Services (the "Purpose").

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION. For purposes of this Agreement, "Confidential Information" means and includes all confidential or proprietary information or materials disclosed by a disclosing Party or its affiliates to a receiving Party, whether disclosed in tangible form in any form or medium or orally or visually including information relating to the existence or content of the Parties' current communications, discussions, evaluations or negotiations in connection with the Purpose, provided that such information or materials (a) are marked confidential or proprietary at the time of disclosure, (b) if disclosed orally or visually, are designated as confidential in writing by a disclosing Party or its affiliates within thirty (30) days of disclosure or (c) would be apparent to a reasonable person to be confidential or proprietary in nature. Each Party acknowledges that the Confidential Information of the other Party may include information owned by a third Party and used or held for use by a disclosing Party or its affiliates under license.

2. LIMITATION ON OBLIGATIONS. The obligations of confidentiality assumed by a receiving Party with respect to the disclosing Party's Confidential Information pursuant to this Agreement shall not apply with respect to any information that the receiving Party can demonstrate, by clear and convincing evidence: (a) is part of the public domain without any breach of this Agreement by the receiving Party; (b) was known by the receiving Party prior to disclosure hereunder without any obligation to keep it confidential; (c) was disclosed to the receiving Party by a third Party without breach of any obligation of confidentiality; (d) was developed by the receiving Party independent of any Confidential Information; or (vi) is the subject of a written agreement whereby the disclosing Party consents to the disclosure of such Confidential Information. If a receiving Party or any of its Representatives shall be under a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, the receiving Party shall give the disclosing Party prompt notice thereof (unless it has a legal obligation to the contrary) so that the disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, the receiving Party and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

3. DUTY OF NON-DISCLOSURE AND SECURITY PRECAUTIONS.

(a) Each Party acknowledges and agrees that, as between the Parties, all Confidential Information, including the Products and Services and all intellectual property rights therein and relating thereto, is the



valuable, proprietary and confidential information of the disclosing Party. A receiving Party may use the Confidential Information solely for the Purpose, and not for any other purpose. A receiving Party shall hold the disclosing Party's Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, agents, accountants and advisors of the receiving Party and/or its affiliates ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the Purpose and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. A receiving Party shall be responsible for the breach of this Agreement by any of its Representatives. A receiving Party shall apply at least the same level of care with respect to the Confidential Information as it employs to protect its own confidential information of like nature. If a receiving Party becomes aware of any actual or threatened breach of this Agreement (including any threatened or actual unauthorized use or disclosure of any Confidential Information), or in the event of any loss of, or inability to account for, Confidential Information previously received, the receiving Party will notify the disclosing Party and will reasonably cooperate with the disclosing Party's efforts to seek appropriate injunctive relief or otherwise to prevent or curtail such threatened or actual breach, or to recover the Confidential Information.

(b) The obligations with respect to the Confidential Information created by this Agreement will survive for a period of two (2) years from the termination date of this Agreement.

4. NO LICENSES. Each Party acknowledges and agrees that all rights, title and interest in the Confidential Information of the other Party shall remain with the disclosing Party, and other than the limited rights to use the Confidential Information for the Purpose as in this Agreement, no license or conveyance of any rights to a receiving Party under any patent, copyright, trade secret or trademark, nor any other proprietary or intellectual property right, is granted or implied by any disclosure of the disclosing Party's Confidential Information hereunder.

5. DISCLAIMER OF WARRANTIES. None of the Confidential Information that may be disclosed by the disclosing Party shall constitute any representation, warranty, assurance, guarantee or inducement by the disclosing Party of any kind, including with respect to the non-infringement of intellectual property or other rights of the disclosing Party or of third Parties. Each disclosing Party disclaims any and all liability that may be based on the Confidential Information (including any errors or omissions with respect thereto).

6. RETURN OF CONFIDENTIAL INFORMATION. Within fifteen (15) days of the termination of this Agreement, or at any time upon the written request of the disclosing Party, a receiving Party immediately and unconditionally shall, at the election of the disclosing Party, return to the disclosing Party or suitably account for all tangible materials and record-bearing media within its possession or control comprising, containing, derived from, or based on the Confidential Information, including all copies thereof.

7. EQUITABLE RELIEF. In the event of a threatened or actual breach of this Agreement involving an unauthorized use or a disclosure of Confidential Information, a receiving Party acknowledges that the disclosing Party will suffer irreparable injury not compensable by money damages and for which the disclosing Party will not have an adequate remedy available at law. Accordingly, the Parties specifically agree that the disclosing Party shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

8. MISCELLANEOUS.

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.



(b) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. The Parties hereto irrevocably consent to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the State of New York in connection with any dispute based on or arising out of or in connection with this Agreement.

(c) **Severability.** Each Party acknowledges that the provisions of this Agreement are reasonable and waives any defense to the strict enforcement thereof by the other Party. If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

(d) **Complete Understanding; Modification; No Waiver; Survival.** This Agreement contains the full and complete understanding of the Parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. This Agreement may be modified only by a written instrument that specifically purports to do so and that is signed by a duly authorized representative of each Party. No failure or delay by either Party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial waiver preclude any other exercise of such right, power or privilege hereunder. The provisions of this Agreement that, by their nature and content, are intended to survive the termination of this Agreement shall so survive and continue to bind the Parties.

(e) **Definitions.** Except as otherwise provided or unless the context otherwise requires, whenever used in this Agreement, (i) any noun or pronoun shall be deemed to include the plural and the singular, (ii) the use of masculine pronouns shall include the feminine and neuter, (iii) the terms "include" and "including" shall be deemed to be followed by the phrase "without limitation," (iv) the word "or" shall be inclusive and not exclusive.

(f) **Subsequent Dealings.** Each Party's obligations under this Agreement will apply to all Confidential Information of the other Party that is furnished or made accessible to such receiving Party, whether disclosed prior to execution of this Agreement or during the term hereof, unless the subject matter of this Agreement is expressly superseded by the provisions of any definitive documentation establishing a business relationship between the Parties. Neither this Agreement nor the disclosure of Confidential Information shall obligate either Party (i) to establish a business relationship, (ii) to enter into any other agreements or negotiations with the other Party hereto, or (iii) to refrain from entering into agreements or negotiations with any other Party.

(g) **Assignment.** Neither Party may assign all or any of its rights or interests hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

[Signature Page Follows]



IN WITNESS WHEREOF, this Agreement is executed by the duly authorized Representatives of the Parties, as at the date first written above.

Birds Eye Global Tracking, LLC

By: _____

By: _____

Date: _____

Date: _____

Name: Jimmy Bitzas

Name:

Title: CEO

Title: