AI4IT Services Non-Circumvention & Non-Disclosure Agreement

This Agreement is effective as of _____ between AI4IT Services, LLC on behalf of itself, its agents, and its affiliates ("Disclosing Party"), and _____ on behalf of itself, its agents, and its affiliates ("Receiving Party").

Whereas, Disclosing Party may provide Receiving Party proprietary and confidential information in connection with discussions regarding certain technical data, and Disclosing Party; and

WHEREAS, I consideration of the disclosure of such information, Receiving Party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Receiving Party agrees to the following:

1. "Affiliate(s)" means any entity or person that directly or indirectly controls, is controlled by, or is under common control with a Receiving Party. The term "control" as used herein means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of most of the outstanding voting securities or by contract otherwise. The term Receiving Party shall include its/their respective Affiliates.

2. "Information" shall mean any communications or data, in any form, including, without limitation, all ideas, strategies, know-how, network configurations, system architecture, designs, drawings, written or spoken reports, plans, forecasts, current or historical data, technical, financial, or business data, proposals, software, customer and third-party information, and any other material or data relating to the current and/or future business and operations of the Disclosing Party.

3. "Proprietary Information" shall mean Information, which is either non-public, confidential, or proprietary in nature. Proprietary Information shall not included information which (a) is or becomes generally available to the public, or (b) was within the Receiving Party's rightful possession prior to the Disclosing Party providing it, or (c) is independently developed by the Receiving Party without breach of this Agreement, or (d) is received rightfully and without confidential limitation by the Receiving Party from a third party, or (e) is disclosed by the Receiving Party as required whenever practicable, the Receiving Party shall first give notice to the Disclosing Party so that a protective order or other appropriate remedy may be sought at the sole expense of the Disclosing Party. The Receiving Party shall exercise all reasonable efforts to furnish only that portion of Proprietary Information legally required.

Proprietary Information shall not be deemed to be within one of the foregoing exclusions merely because individual portions are disclosed or separately known in the public domain.

4. The Receiving Party agrees, for a period of three (3) years from the date of disclosure, to: (a) use Proprietary Information solely for purposes permitted by this Agreement or agreed to by the Parties in writing; (b) disclose Proprietary Information, or any derivative thereof, only to its employees, advisors, or representatives with a need to know; and (c) advise all employees, advisors or representatives with access to the Proprietary Information of the obligation for protecting it. Receiving Part hereby agrees to be responsible for any breach of this agreement by any of its directors, officers, employees, advisors, representatives, and Affiliates. The Receiving Party shall take all reasonable, necessary and appropriate steps to safeguard the Information from disclosure to anyone other than as permitted hereby.

5. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed to the Receiving Party. The Receiving Party acknowledges that the Disclosing Party makes no representation or warranties whatsoever concerning the accuracy or completeness of the Information supplied. All Proprietary Information shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party upon written request.

6. Receiving Party represent and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party.

7. Neither this Agreement, nor the disclosure of Proprietary Information under this Agreement, nor the ongoing discussions and correspondence between the parties shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies, if any, regarding the subject matter of the Proprietary Information. If, in the future, the parties elect to enter a binding commitment regarding the subject matter of Proprietary Information, such commitment will be explicitly stated in a separate written agreement executed by both parties.

8. Except as permitted hereunder, or as required by law, Receiving Party shall make no press release or other disclosure of any kind regarding this Agreement, any discussions or negotiations relating thereto, or the Proprietary Information without the prior written consent of the Disclosing Party.

9. This Agreement shall become effective as of the above date and shall continue for a period of 24 months unless Disclosing Party agrees in writing to an earlier termination date. The obligations set forth in this Agreement to protect Proprietary Information

received shall continue for a period of 24 months after the initial disclosure and shall survive any termination of this Agreement. This Agreement shall benefit and be binding upon the Receiving Party and its heirs, successors, assigns, affiliates, subsidiaries, and agents.

10. Receiving Party agrees that it will not attempt to bypass or circumvent Disclosing Party with respect to the business dealings being introduced in connection with this Agreement. Receiving Party will not in any manner contact or initiate contact with or otherwise enter any transaction of any kind whatsoever with a third party introduced by Disclosing Party.

11. Should any portion of this Agreement be deemed unlawful, the remainder of this Agreement shall be in full force as if that portion had not been included. Failure to enforce compliance with any term of this Agreement or the waiver of any term shall not constitute a permanent waiver.

12. Receiving Party warrants and represents that the person executing this Agreement is duly authorized to execute this Agreement and to bind Receiving Party to the terms and conditions contained herein.

13. Should any action be necessary to enforce the rights of a party hereunder, or arising out of this agreement, the prevailing party shall be entitled to recover the expense of enforcement, including reasonable attorneys' fees and costs. Moreover, any breach of this agreement may result in irreparable damage to the Disclosing Party, for which the Disclosing Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Receiving Party acknowledges and agrees that the Disclosing Party may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

14. This Agreement shall be governed by the laws of the State of Florida.

Please confirm that the foregoing correctly sets forth our Agreement by signing below.

Name: _____

Title: _____

Company: _____

Name: _____

Title: _____

Company: _____