CONFIDENTIALITY/NON-COMPETITION AGREEMENT

THIS AGREEMENT

is made on Click or tap here to enter text., 2023

BETWEEN

1. ADVANTUS, CORP, a company incorporated under the laws of the State of Florida, the United States of America, whose registered office is situate at 12276 San Jose Boulevard, Suite 618 Jacksonville, Florida 32223 United States of America (“Company”), and
2. Click or tap here to enter text.

BOTH PARTIES AGREE THAT:

1. Confidentiality

1.1 “Confidential Information” means all proprietary information a Party provided to the other Party in confidence: including but not limited to all information regarding product design, research and development; all documents and information related to a Party’s Intellectual Property Rights; suppliers’ contacts, orders and inventories records; customers’ contacts, preferences, characteristics, and purchasing histories; pricing information, discounts, rebates, and commissions; supplier and sales costs; contract parties, terms and negotiations; marketing strategies; and other trade secrets regarding the business operations of the Company.

1.2 Each Party undertakes to the other Party for the duration of this Agreement and at all times after the termination of this Agreement to:

a. Maintain all Confidential Information received in strict confidence, in particular the existence and nature of this Agreement and other supplier agreements between the Parties,

b. not to use any Confidential Information for purposes except as required under any supplier agreements between the Parties, whether with or without consideration, and not to disclose such information to any person or entity without the other Party’s written consent;

c. require those persons or entities that receive Confidential Information to keep such information in confidence as if one is a party to this Agreement;

d. unless:

i) the Confidential Information is or becomes available in the public domain by reasons other than a Party’s breach of this Agreement; or

ii) that disclosure is required by applicable law or by any competent judicial or government requirement or order, provided that the disclosing Party shall take reasonable steps to give the other Party sufficient prior notice in order to confirm the legitimacy of the requirement and shall disclose such information to the minimum extent required under such applicable law.

2. Intellectual Property

2.1 “Intellectual Property Rights” means all patents, copyrights, trademarks, designs rights, moral rights, and goodwill, whether registered or not, and in any part of the world.

2.2 The Company retains ownership of:

a. all existing and new products it provided to the Supplier under any supplier agreements between the Parties, and

b. all Intellectual Property Rights in the works and products created under any supplier agreements between the Parties.

2.3 The Supplier undertakes to promptly assign to the Company all Intellectual Property Rights in the works and products created under any supplier agreements between the Parties at the nominal sum of USD$1. Where such assignment is not allowed in any jurisdiction, the Supplier shall promptly license the Company such Intellectual Property Rights at the nominal sum of USD$1, when required by the Company. However, if the intellectual property is independently created by the Supplier or originally owned by the Supplier, and is used to the works or products under any supplier agreements between the Parties, the intellectual property shall remain the property of the Supplier, but the Supplier confirms that any such license fee for using the intellectual property shall be included in the product cost for items purchased from Supplier.

3. Non-Competition

3.1 The Supplier undertakes to the other Party for the duration of this Agreement and all supplier agreements between the Parties and for 2 years after the last of those agreements is terminated:

a. not to manufacture, produce, supply or sell any Competing Products with the Company’s to those companies listed on **Exhibit A** to this Agreement. Competing products include only the following:

Click or tap here to enter text.

b. induce, directly or indirectly, any existing employees or vendors of the Company to be engaged by competitors of the Company’s business; and

c. solicit, directly or indirectly, any customers of the Company to be engaged by competitors of the Company’s business, whether with or without remuneration.

4. Indemnity and Injunction

In case of breach of this Agreement by one Party, the other Party is entitled to, without prejudice to their rights to seek other remedies, obtain injunction against the defaulting Party, and the defaulting Party shall fully indemnify the non-defaulting party of all damages and costs in connection thereto, including attorneys’ fees. Supplier acknowledges and agrees that a breach of this Agreement or unauthorized disclosure of Confidential Information would cause immediate and irreparable harm to the Company for which money damages would be inadequate compensation and therefore the Company shall be entitled to injunctive relief for a breach of this Agreement or an unauthorized disclosure of Confidential Information by the Supplier.

5. Termination

5.1. This Agreement shall commence on the date first above written until it is terminated by a written agreement signed by both Parties.

5.2. Upon the termination of this Agreement and any supplier agreement(s) between the Parties, the Supplier shall promptly deliver to the Company:

a. all Confidential Information,

b. all documents and information related to the Company’s Intellectual Property Rights, and

c. all molds, tooling, designs, products, and other property owned by the Company.

5.3. The termination of this Agreement shall not affect the respective rights and liabilities of the Parties accrued prior to such termination. The Company’s rights and the Supplier’s obligations under clauses 1 to 4 shall survive the termination of this Agreement.

6. Amendment

Any amendment to this Agreement shall not be effective unless it is made in writing and signed by both Parties.

7. Notices

Any notice to be served on a Party shall be sent by electronic mail and post at the address above stated or as provided to the other Party from time to time. Such notice shall be deemed to have been received by a Party immediately if sent by electronic mail and within 48 hours if sent by post.

8. Law and Jurisdiction

8.1. This Agreement shall be governed by and interpreted in accordance with the laws of the United States (Florida).

8.2. Both Parties agree to submit all disputes relating to this Agreement to the International Court of Arbitration of the Click or tap here to enter text.

 (“Click or tap here to enter text.”) for arbitration which shall be conducted in accordance with the Click or tap here to enter text. arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

SIGNED BY THE COMPANY SIGNED BY THE SUPPLIER

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Name: Click or tap here to enter text. Name:Click or tap here to enter text.

Title: Click or tap here to enter text. Title: Click or tap here to enter text.

**Exhibit A**

Click or tap here to enter text.