



Mutual Non-Disclosure Agreement

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") dated _____ is made between Loren T. Weisman ("Weisman"), an individual doing business as a Brand Communications and Optics Strategist, of Orlando, Orange County, Florida, and _____ (the "Counterparty"), which is [] an entity organized under the laws of _____ or [] an individual, of _____, acting, if an entity, by _____, its _____, together the "Parties" and each a "Party". Each Party will disclose information to the other in confidence to evaluate, negotiate, enter into and perform a possible or actual working relationship, including consulting, advisory, coaching, speaking, workshop, program, production and media engagements (the "Purpose"), and will do so only if that information is protected. The Parties agree as follows.

1. Definitions.

- 1.1. "Confidential Information" means information of any nature a Party (the "Disclosing Party") discloses to the other (the "Receiving Party") in connection with the Purpose, in any form, however transmitted, before or after the date of this Agreement, including business operations, customers, finances, pricing, prospects and plans; trade secrets, intellectual property and other proprietary information; Professional Work Product; and notes and documents prepared by or for the Receiving Party based on any of it. Information that is neither a Trade Secret nor Professional Work Product, each as defined below, qualifies only if marked or stated to be confidential, or disclosed in circumstances such that a reasonable person would understand it to be confidential; no marking is required for that second route and a failure to mark waives nothing. Trade Secrets and Professional Work Product qualify without marking.
- 1.2. "Professional Work Product" means a Disclosing Party's frameworks, models, methods, processes, sequences, diagnostic questions, checklists, assessment criteria, scoring methods, terminology and coined language, positioning, messaging, scripts, templates, worksheets, workbooks, exercises, curricula, slides, decks, handouts and outlines, and the observations, assessments, critiques, findings, analyses and recommendations it gives in connection with the Purpose, however delivered, including orally, visually, by demonstration, or in a live or recorded call, session, workshop or presentation. It makes no difference that it was given in a discovery conversation, before any agreement for services was signed, without charge, in response to a request for a proposal, or that the Disclosing Party uses similar material with others.
- 1.3. "Representatives" means a Party's affiliates that control, are controlled by or are under common control with it, and its and their employees, officers, directors, members, managers, partners, contractors, agents, attorneys, accountants and advisors, in each case only those that need to know the Confidential Information for the Purpose. "Trade Secret" means information that is a trade secret under 18 U.S.C. § 1839(3) or section 688.002(4), Florida Statutes. "Business Day" means a day other than a Saturday, Sunday or public holiday in Orange County, Florida. "In writing" and "signed"

include an electronic record and signature, including email between the Parties' notice addresses, except that an amendment, a waiver and a certification each require a signature. "Agreement for services" means a separate written agreement signed by both Parties under which one performs paid work for the other, and it is paid in full when no invoiced amount is then overdue. The Purpose concludes on the earlier of written notice from either Party that it is not proceeding and one hundred eighty (180) days after the last exchange of Confidential Information, but never while an agreement for services is in force, and where one has been in force the one hundred eighty (180) days run from its end.

2. Confidentiality, Use and Disclosure.

- 2.1.** The Receiving Party may use Confidential Information solely for the Purpose, shall keep it in strict confidence, shall not disclose it except as this Agreement permits, and shall protect it with at least the care it uses for its own confidential information of like importance and never less than reasonable care. The Purpose does not include use for competitive analysis, for developing competing products or services, or for work for any other person. Confidential Information held in unaided memory may not be used for any other purpose, and this Agreement grants no residuals right.
- 2.2.** The Receiving Party may disclose Confidential Information to Representatives who are told it is confidential and are bound by written obligations of confidentiality and non-use substantially as protective as this Section and instructed in writing to comply with Sections 5, 6 and 7; professional duties satisfy this for attorneys and accountants. It shall disclose to the fewest Representatives reasonably necessary, give each individual the notice in Section 11, and is responsible for any act of a Representative that would breach this Agreement if it were its own.
- 2.3.** A Party that has signed an agreement for services with the other and paid it in full may act on the observations, assessments and recommendations received under it in the conduct of its own business, and that permission survives this Agreement. No such permission arises from anything given before an agreement for services is signed, or under one not then paid in full. That permission prevails over Section 7.1(a), (b) and (c) so far as needed to apply those recommendations in the Party's own business and with its own customers, members and audiences, to record them in its internal documents and to instruct its own Representatives on them; it authorizes no other act Section 7 prohibits and no supply of Professional Work Product to any person as a service of the kind the Disclosing Party provides.

3. Exceptions and Compelled Disclosure.

- 3.1.** This Agreement does not apply to information already in the Receiving Party's possession without obligation of confidence when received; public when disclosed or becoming so through no act or omission of the Receiving Party or its Representatives; rightfully obtained from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or independently developed without use of or reference to the Confidential Information. The Receiving Party bears the burden of establishing an exception by clear and convincing evidence or, if a court will not give effect to that standard, by a preponderance, supported where reasonably available by contemporaneous records. An exception reaches only the element proved, and an element within an exception does not place within one the framework, sequence, method or combination in which the Disclosing Party arranged it. That a Party has publicly named or described a framework, method or terminology, including in a speech, podcast, article or post, does not make its operative content public. The third party exception does not apply where that third party obtained the element,

directly or indirectly, from the Disclosing Party or a person bound to it. No exception applies to Section 6.4.

- 3.2.** The Receiving Party may disclose to the extent required by law, subpoena or court or agency order, and shall, so far as legally permitted and practicable, give prompt written notice so the Disclosing Party may seek a protective order at its own expense, cooperate at the Disclosing Party's expense, and disclose only the portion required.
- 3.3.** Nothing in this Agreement limits the right of a Party or its Representatives to report a suspected violation of law to, file a charge with, take part in an investigation or proceeding conducted by, or otherwise communicate voluntarily with, about a suspected violation of law or a matter within its authority, any government agency or self-regulatory organization, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board and the Occupational Safety and Health Administration, or to receive an award for information provided. No prior notice or consent is required, no provision of this Agreement prohibits such a communication or may be enforced so as to impede, delay or penalize it, and neither Party shall seek relief restraining it. This Section does not permit a recording in breach of Section 6, other than a copy or record the Party lawfully gives or offers to the agency.

4. Term, Return and Deletion.

- 4.1.** This Agreement takes effect on the later of the dates signed below, or if either is blank on the date written above, and if that is also blank on the date of the last signature or, failing that, of first disclosure, and continues for three (3) years, renewing automatically for successive one (1) year periods unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then current period (the "Term"). Confidentiality and non-use survive five (5) years after the Term ends, and as to a Trade Secret so long as it remains one other than through an act or omission of the Receiving Party. Sections 1, 3, 4.2, 5.3, 6.4, 8, 9, 10.1, 10.3, 11, 12 and 13, Section 10.2 as Section 13.4 limits it, the Disclosing Party's title and ownership, the permission in Section 2.3, and the Annex survive without time limit. Every other provision survives so far as necessary to give effect to those that do.
- 4.2.** Confidential Information is provided for the Purpose only and the Disclosing Party retains title to it and all intellectual property rights in it. Within twenty (20) days of the Disclosing Party's written request, and in any event within twenty (20) days after the Purpose concludes, the Receiving Party shall return or destroy all Confidential Information in its possession or control at the Disclosing Party's election, destroying if none is stated. For electronic material, destruction means deletion and permanent erasure from all systems, accounts, devices, storage media and providers, including drafts, copies and derivatives, so that it is not accessible in the ordinary course; printing and returning a hard copy does not satisfy this Section. The Receiving Party may retain copies required by law or professional standards, routine backups not readily accessible in the ordinary course, inputs held by a provider under Section 5, and material under a litigation hold, in each case only so long as required and subject to this Agreement, and need not destroy its own internal records of matter the permission in Section 2.3 covers, or material it needs to receive services under an agreement for services then in force. It shall deliver a signed certification of compliance identifying in general terms anything retained and why, within thirty-five (35) days after the request, after the Purpose concludes, or after any deletion required by Section 6 was due, and if none is then delivered, within ten (10) days after any later written demand.

5. Artificial Intelligence.

- 5.1.** The Receiving Party shall not input, upload or submit Confidential Information to any generative artificial intelligence or machine learning service, model or tool. This does not apply to a service for which the Receiving Party holds an account under written terms that prohibit the provider from using inputs or outputs to train or improve any model, prohibit disclosure of inputs or outputs to third parties except as necessary to provide the service, and provide for deletion of inputs within thirty (30) days, and which the Receiving Party has identified to the Disclosing Party in writing, by provider and product, at least ten (10) Business Days before the first submission and to which the Disclosing Party has consented in writing in its sole discretion.
- 5.2.** Section 5.1 does not restrict ordinary hosting, storage, backup, security and deterministic keyword search, provided the provider trains no model on the Confidential Information and generates nothing from it. A service that generates text, audio, images, summaries, transcripts, answers or analysis from Confidential Information is subject to Section 5.1 in full, whatever it is called and whether presented as search, an assistant, a copilot or a productivity feature.
- 5.3.** Neither Party, nor any provider acting for it, shall use the other Party's Confidential Information to train, fine-tune, develop, evaluate or improve any model. Any output generated from Confidential Information is Confidential Information of the Disclosing Party.

6. Recording and Capture.

- 6.1.** Neither Party, nor any of its Representatives, attendees or guests, shall record, film, photograph, transcribe, screen capture or stream any call, meeting, session, workshop or presentation, in whole or in part, without the other Party's prior written consent. This covers capture by any means, including a function built into a platform, an automated notetaker, an artificial intelligence assistant or agent, a captioning or dictation tool, and a second device, and each Party shall disable every such feature before an interaction begins.
- 6.2.** Contemporaneous note-taking by hand or keyboard by a permitted attendee, for the Purpose, is permitted, provided the notes are that attendee's own summary and not a verbatim or substantially complete record; such notes are Confidential Information of the Disclosing Party and shall not be circulated beyond permitted Representatives. Where an attendee needs an auxiliary aid to participate, including live captioning or speech-to-text, the Parties shall agree in advance and in good faith on a means of providing it, and failing agreement within five (5) Business Days after the need is raised in writing, or by the start of the interaction if sooner, the Party presenting or facilitating the interaction shall provide a means that meets the need; use of a means so agreed or provided is not a breach, and text so produced is Confidential Information of the Disclosing Party, is for that attendee only, and shall be deleted at the end of the interaction unless the Disclosing Party agrees otherwise in writing.
- 6.3.** Where consent is given, then unless the consent says otherwise, except that no consent disappplies the Section 5 bar below, the recording and every copy, excerpt, clip, still, summary, translation and derivative of it is Confidential Information of each Party whose words, voice, image, likeness, materials or Confidential Information it contains; may be used only for the Purpose and only by permitted Representatives; shall not be published, posted, broadcast, streamed, distributed, excerpted, quoted, captioned, translated, indexed for public search, or used in any marketing, sales, training or product; shall not be submitted to any service restricted by Section 5; and shall be deleted with all copies on the written request of any such Party, with certification under Section 4.2. A recording made without consent is Confidential Information and Professional Work Product of each such Party, confers no right or license, and shall, within five (5) Business Days after the recording Party learns of it or receives written request, be delivered to that Party with a list of every

copy and every person given access, after which every remaining copy shall be deleted, except one preserved in an access-controlled location solely to resolve the incident. Section 3.1 and the last sentence of Section 8.3 do not apply to it.

- 6.4.** Neither Party, nor any person acting for it, shall use any recording, transcript, capture, image, photograph, likeness, voice, performance, manner of speech or delivery of the other Party, or of any individual acting for it, to create, train or improve any synthetic voice, voice clone, digital replica, avatar, digital human, deepfake or other simulated representation, or to train or develop any artificial intelligence model. This Section applies to every recording however and whenever made, is not limited in time, is not a restraint on competition, and is not disappplied by any other agreement unless that agreement is signed by both Parties, identifies this Section by number and expressly permits the specific use. It is in addition to any right of publicity, likeness, voice or personality right at common law, under section 540.08, Florida Statutes, which covers name, portrait, photograph and other likeness, or otherwise.
- 6.5.** Sections 6.1 and 6.3 do not apply to a recording made under a separate written release, appearance, guest, speaking, event or production agreement signed by both Parties that identifies the interaction by name or date and expressly permits the recording, and that agreement governs that recording, except that Section 6.3's bar on submitting the recording to a service restricted by Section 5 continues to apply. No such agreement disappplies Sections 6.1 and 6.3 as to any interaction it does not so identify.

7. Work Product, Sessions and Materials.

- 7.1.** The Receiving Party shall not use a Disclosing Party's Professional Work Product except for the Purpose, and shall not (a) implement, apply, adapt or execute it for, on behalf of, or in providing any service to any person other than itself, applying it in work performed for a client, customer or member of the Receiving Party being prohibited even though the Receiving Party is paid for that work; (b) reproduce, transcribe, summarize, diagram, systematize, reduce to a document, teach or train any person on it, other than by note-taking permitted by Section 6.2; (c) incorporate it, whether or not renamed or reworded, into its own methods, playbooks, brand guidelines, training, internal tools, prompts, products or services; (d) disclose it to any other advisor, agency, consultant or service provider except as Section 2.2 permits and subject to Section 7.3; or (e) present it, or permit any person to present it, as its own origination or as originating with anyone other than the Disclosing Party. Nothing here restricts a Disclosing Party's own use of its Professional Work Product or its use of similar material with others.
- 7.2.** Slides, decks, handouts, worksheets, workbooks, templates, outlines, exercises, scripts, recordings and other materials a Party brings to, shows in or produces for a session remain that Party's property, are its Confidential Information and Professional Work Product, and are available for viewing and internal reference for the Purpose only. Unless a separate agreement signed by both Parties identifies this Section by number and expressly permits the act, the Receiving Party shall not copy, print, photograph, screenshot, download, export, forward, distribute, post to any intranet, learning management system, shared drive or portal, translate, adapt, modify, create derivative works from, re-teach, deliver to others, sell, license, or use in its own training, internal programs or client work, any such material, whether or not renamed, reformatted or reworded.
- 7.3.** Before a call, meeting, session, workshop, training or presentation begins, each Party shall disclose the identity and role of every person attending on its behalf and every automated tool or agent that will be present or connected, and no person or tool shall be admitted, forwarded a link or given access without that disclosure. Where a session includes participants a Party assembled who are not attending for either Party, that Party shall instead disclose the number and general categories

of participant, and shall obtain from each, before attending, a signed undertaking in the form of the Annex that names the other Party as a person entitled to enforce it, providing copies on request. A Party that learns any person or tool was present without the required disclosure shall notify the other in writing within five (5) Business Days, identify it and what it heard, saw or captured, and preserve the relevant records. Neither Party shall admit to a session, or disclose the other Party's Confidential Information or Professional Work Product to, any person who provides services of the kind the other Party provides to anyone other than the admitting Party's own organization, without the other Party's prior written consent, which may be withheld where that Party reasonably believes the person competes with it or would gain a competitive advantage and may otherwise not be unreasonably withheld; this does not apply to a Party's own employees or officers performing such services solely for that Party. Each Party is responsible for every attendee or guest it admits, invites or forwards a link to, and not for a participant it did not assemble, except that the Party that assembled participants is responsible for obtaining their undertakings and for any use or disclosure by a participant from whom it did not obtain one.

8. No Advice, No Reliance, No Engagement.

- 8.1.** Nothing disclosed or discussed under this Agreement is legal, financial, accounting, tax, investment, medical, regulatory, compliance, employment, public relations or other professional advice, and neither Party is engaged to provide any; everything exchanged is given for discussion and evaluation. Each Party makes its own decisions and is solely responsible for its own acts, omissions, statements, publications, campaigns, disclosures, compliance and business results, and for its own Representatives. This Agreement creates no duty of care, fiduciary duty, advisory duty, duty to warn, duty to update or duty to correct, and no employment, agency, partnership, joint venture or professional relationship, beyond the obligations expressly stated in it and the confidential relationship they create, and neither Party may obligate the other.
- 8.2.** In deciding to enter into this Agreement and to disclose Confidential Information under it, neither Party relies on any statement, opinion, assessment, recommendation, projection, forecast or demonstration made by the other, other than the warranties in Section 9.1; each relies on its own investigation and advisors, and this is a material inducement to each Party. Neither Party is liable to the other for any loss, cost, claim, proceeding, fine, penalty, sanction, reputational harm or other consequence arising from the other Party's decision to act or not to act on anything disclosed or discussed. This Section applies to every claim between the Parties however pleaded, and does not apply to a breach of Section 2, 4.2, 5, 6, 7, 9.1, 9.2, 10.1 or 10.2, or to fraud or a knowing misstatement of fact made with intent to deceive.
- 8.3.** No services are provided under this Agreement and no fee, deliverable, date or scope is agreed by it; any engagement requires a separate signed agreement, which governs its own subject matter and is not superseded, varied or reduced by this Agreement. Anything given before such an agreement is signed creates no engagement, course of dealing or obligation to pay a fee, entitles neither Party to further work, continued access, a right of first refusal or exclusivity, and waives no claim the giving Party has for the value of that work if the other uses it in breach of Section 2, 5, 6, 7 or 10.2. Nothing in this Agreement restricts a Party from using the general knowledge, skill, experience and judgment it holds independently of the other Party's Confidential Information, from continuing, developing, teaching, publishing or expanding its own practice, methods, frameworks and materials, or from accepting engagements from any other person including a competitor, in each case provided the other Party's Confidential Information and Professional Work Product are not used or disclosed and subject to Section 7.3.

9. Warranties, Personal Data and Incidents.

- 9.1.** The Disclosing Party warrants that it has the lawful right to furnish the Confidential Information it discloses. Each Party warrants that to its knowledge what it discloses does not infringe or misappropriate any copyright, trademark, trade secret, right of publicity or moral right of a third party; that it will not disclose information belonging to a third party or subject to an obligation owed to one without that party's authority; and that it will not disclose personal data unless necessary for the Purpose and every required consent and lawful basis has been obtained. Except as stated in this Section, neither Party warrants the adequacy, completeness, accuracy, currency, fitness for a particular purpose, sufficiency or freedom from error of any Confidential Information. No license or interest in any intellectual property is granted by implication, estoppel, course of conduct or otherwise; neither Party acquires any right in any idea or improvement conceived by the other in connection with the Purpose; and comment given by a Party on the other Party's own materials is Professional Work Product and Confidential Information of the Party giving it, whether or not requested.
- 9.2.** To the extent Confidential Information includes personal data, the Receiving Party shall process it only as necessary for the Purpose, comply with applicable data protection law, not sell or share it or use it for advertising, not transfer it to any third party except a permitted Representative, and delete it under Section 4.2 unless retention is legally required. Each Party shall notify the other in writing without undue delay and within five (5) Business Days after becoming aware of any misuse, loss, or unauthorized access, use or disclosure of the other Party's Confidential Information, or within twenty-four (24) hours where personal data is involved and the other Party has notified it in writing of a shorter regulatory deadline, and shall give the detail then known, preserve all logs, records and evidence relevant to the incident, cooperate in investigation and remediation, and act promptly to contain it and prevent recurrence at its own expense where it or its Representatives caused it. A Party that is an individual or sole practitioner without employees satisfies the safeguard duties in Section 2.1 and this Section by maintaining safeguards commercially reasonable for an independent professional practice of comparable size handling information of comparable sensitivity; no particular control or certification is required, and the notice, preservation and cooperation duties above are unaffected.

10. Publicity, Attribution and Reviews.

- 10.1.** The existence of this Agreement, the fact that the Parties are or have been in discussions, the identity of each Party as a counterparty to the other, and any term the Parties completed, added or varied from the published form, are Confidential Information of both Parties; the standard terms of the published form are not. Neither Party shall use the other's name, marks, likeness or logo, or publicize the relationship, without prior written consent, except as required by law after prior written notice, as reasonably necessary to enforce this Agreement, as Section 3.3 protects, or to name a Party to a person required to give an undertaking under Section 7.3, to which each Party consents. Either Party may describe in general terms the industry, sector, size range, region and type of work it performs, provided the description does not identify the other Party, disclose Confidential Information, or enable a person in the relevant market, acting reasonably, to identify the other Party. Consent to a named reference, testimonial, quotation, logo use, case study, portfolio entry, speaker biography or client list entry may be requested and given by email, may be conditioned on prior approval of the exact text, and may be withdrawn on sixty (60) days notice as to future use without affecting material already distributed; a request unanswered in writing within twenty (20) Business Days is deemed refused. Where a separate speaking, event, appearance, production, publishing or services agreement grants promotional, recording, name, likeness,

biography or logo rights, that agreement controls as to those rights, except that it does not disapply or vary Section 6.4 unless it meets Section 6.4's own requirements.

- 10.2.** Neither Party shall present, publish or hold out the other Party's Professional Work Product, framework, method, terminology, language, positioning or recommendation as its own origination, or attribute it to itself or a third party; this applies while the material remains Confidential Information and thereafter only where the presentation would be a false statement of origin, and requires no public attribution. Neither Party shall make or publish any statement about the other Party, about any individual acting for it, or about the discussions, that is knowingly false or made with reckless disregard for whether it is true, or disclose Confidential Information in any public statement.
- 10.3.** Nothing in this Section restricts a statement in or in connection with a legal, arbitral or regulatory proceeding, a statement protected by Section 3.3, or a Party publishing a truthful account of its own experience of the other Party's goods, services or conduct, provided the statement or account discloses no Confidential Information other than the other Party's identity and the fact of the engagement, and no Professional Work Product, does not reproduce or describe in operative detail any framework, method, assessment, terminology or session material, and does not draw on any recording made in breach of Section 6. To the extent, and only to the extent, that this Agreement is a form contract within 15 U.S.C. § 45b(a) (3) as to an individual party to it, no provision of this Agreement prohibits or restricts that individual from engaging in a covered communication within 15 U.S.C. § 45b(a) (2), imposes any penalty or fee for doing so, or transfers any intellectual property right in review or feedback content in an otherwise lawful covered communication, and any provision that would do so is void to that extent. Consistent with 15 U.S.C. § 45b(b) (2) and § 45b(b) (3), this Section does not affect any duty of confidentiality imposed by law or any claim for defamation, and does not permit disclosure of trade secrets, of privileged or confidential commercial or financial information obtained from a person, of content that is clearly false or misleading, or of the personal information or likeness of another person.

11. Notice of Immunity Under the Defend Trade Secrets Act.

Each Party is notified in accordance with 18 U.S.C. § 1833(b) (3) that an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. Consistent with 18 U.S.C. § 1833(b) (4), "employee" includes any individual performing work as a contractor or consultant.

12. Remedies and Limits.

- 12.1.** Confidential Information will be disclosed in reliance upon the agreements made herein. A breach or threatened breach of Sections 2, 4.2, 5, 6, 7, 9.2, 10.1 or 10.2 would cause harm difficult to measure and for which money damages would be inadequate, so the non-breaching Party may seek injunction, specific performance and other equitable relief in addition to all other remedies and without proving actual damages. Where applicable law requires a bond the Party seeking relief shall give the bond that law requires; nothing here waives or limits any bond required by section

542.335(1)(j), Florida Statutes, whether or not Section 13.4 treats the provision enforced as a restrictive covenant, and as to relief outside that section the Parties agree a nominal bond is appropriate under Florida Rule of Civil Procedure 1.610(b) and neither will oppose one on the ground of the applicant's financial capacity. No relief shall restrain a Party from carrying on its ordinary business, accepting engagements, or speaking, writing, teaching or publishing on subjects of general or professional interest, except so far as necessary to prevent use or disclosure of the applicant's Confidential Information or Professional Work Product, to prevent or remedy a breach of Section 6, 7.3, 10.1 or 10.2, or to require delivery up or deletion of anything made or trained in breach of Section 6.

- 12.2.** Except as Section 12.3 provides, each Party's total aggregate liability to the other arising out of or relating to this Agreement, for all claims of every kind, shall not exceed the greater of fifty thousand United States dollars (US\$50,000) and two (2) times the greatest total that Party paid the other under all agreements between them in any twelve (12) month period. Each Party has its own separate limit on that formula, and the Parties intend and accept that it will usually produce a higher limit on the liability of the Party that makes payment. Neither Party is liable for indirect, incidental, special, punitive or exemplary damages, or for lost profits, lost revenue, lost business opportunity or loss of goodwill, however caused. These limits are a material part of the consideration for this Agreement and apply notwithstanding the failure of essential purpose of any limited remedy.
- 12.3.** Section 12.2 does not apply to misappropriation or misuse of a Trade Secret; to a Party's fraud, willful misconduct, or breach of Sections 2, 4.2, 5, 6, 7, 10.1 or 10.2 committed with knowledge that it was a breach; to amounts recoverable under Section 13.2; or to equitable relief under Section 12.1, and no limit or exclusion in Section 12.2 applies to recovery of a breaching Party's profits, unjust enrichment or a reasonable royalty. Each Party shall indemnify the other against any third party claim arising from its own publications, campaigns, disclosures or compliance failures, from its unauthorized disclosure or misuse of the other's Confidential Information, or from its breach of Section 9.1 or 9.2; no such claim is treated as arising from anything the indemnified Party disclosed, assessed or recommended, and the indemnity is reduced only to the extent the claim arises from the indemnified Party's own willful misconduct, breach, or negligence other than in what it disclosed, assessed or recommended; that indemnity is subject to Section 12.2 except as to the cost of defense, which is limited to a further one hundred thousand United States dollars (US\$100,000) for each Party.

13. General.

- 13.1.** A notice is effective when delivered by hand with written confirmation of receipt; when received if sent by a nationally recognized overnight courier, receipt requested; on the date sent by email if sent in the recipient's normal business hours with no delivery-failure message, and otherwise the next Business Day; or on the earlier of actual receipt and the fifth (5th) Business Day after mailing by certified or registered mail, return receipt requested. Any single method suffices. Notices to Weisman go to speaking@lorenweisman.com, or to any other email address he gives in his execution block or later designates under this Section. Notices to the Counterparty go to name _____, email _____; if it designates none here or in the execution block, any email address it has used to correspond with Weisman about the Purpose is its notice address until it does. Either Party may change its notice address by notice under this Section, without amendment.
- 13.2.** This Agreement and all claims relating to it or the Confidential Information are governed by the laws of the State of Florida, USA, without giving effect to the principles of conflict of laws thereof. Any

action shall be brought exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, or the County Court in and for Orange County, Florida, or, where the claim is within federal jurisdiction, in the United States District Court for the Middle District of Florida, Orlando Division, and each Party submits to those courts and waives objection to venue; Section 12.2 limits recovery and does not fix the amount in controversy for any jurisdictional purpose. Before filing, the complaining Party shall send a written description of the dispute and allow thirty (30) days to resolve it informally, which does not apply to an application for emergency or preliminary relief and neither shortens nor extends any limitations or repose period, nor applies where one would expire before the thirty (30) days end. In any action relating to this Agreement, including any appeal, the prevailing Party shall recover all court costs and reasonable actual attorneys' fees; the prevailing Party is the one obtaining a net judgment or the substantial relief it sought including injunctive relief, and where each prevails on a distinct claim the court shall apportion. This is in addition to any right to fees on a showing of bad faith or willful and malicious misappropriation under 18 U.S.C. § 1836(b) (3) (D) or section 688.005, Florida Statutes.

- 13.3.** This Agreement, with the Annex, is the entire understanding between the Parties on its subject matter, including the safeguarding of Confidential Information, the absence of any services or advisory relationship, the absence of reliance, the warranties given and the limitation of liability, and supersedes all prior and contemporaneous communications on that subject, on which neither Party has relied. It does not supersede, vary or reduce any agreement for services between the Parties, whenever signed, and no such agreement supersedes, varies or reduces Sections 2, 4.2, 5, 6, 7, 8, 10 or 12 except as Sections 6.5 and 10.1 provide or as it says by section number. The Annex is part of this Agreement only as the prescribed form of undertaking; an executed undertaking is a separate agreement between the participant and the persons entitled to enforce it. No click-through, browse-wrap, vendor portal, onboarding, registration, platform or other non-negotiated term presented in connection with the discussions shall impose on the Receiving Party any obligation greater than those in this Agreement, or operate as a license, release, waiver, assignment or reduction of any right of the Disclosing Party. The obligation not to disclose Confidential Information is unaffected by the bankruptcy or insolvency of either Party, to the fullest extent permitted by law. This Agreement may be modified only by written amendment executed by authorized representatives of both Parties, and a failure to enforce strict performance is not a waiver; no waiver is effective unless in writing and signed by the Party granting it, and no course of dealing operates as a waiver.
- 13.4.** If any provision is held illegal, invalid or unenforceable, the court shall modify and reform it to the minimum extent necessary to make it enforceable and give maximum effect to the Parties' intent, and only if it cannot be so modified shall it be severed without affecting any other provision; as to any provision that is a restrictive covenant within section 542.335, Florida Statutes, the Parties expressly invoke section 542.335(1) (c) and request the court to modify and enforce the restraint as modified. This Agreement protects legitimate business interests within section 542.335(1) (b), including trade secrets and valuable confidential business and professional information that is not a trade secret. Sections 7.1, 7.2, 7.3 and 10.2, and any other provision a court holds to be one, are the provisions the Parties treat as restrictive covenants; each is limited to the line of business in which the Parties exchanged Confidential Information, to the areas in which the Party seeking enforcement conducts it or its Confidential Information has value, and to five (5) years after the Purpose concludes, or ten (10) years for a Trade Secret where section 542.335(1) (e), Florida Statutes, applies, or two (2) years for information that is not a Trade Secret where enforcement is sought against a former employee, agent or independent contractor within section 542.335(1) (d)1. An inadvertent disclosure is not a material breach and is no ground to terminate other than on the notice of non-renewal in Section 4.1 or to treat this Agreement as repudiated, if the responsible

Party gives notice under Section 9.2, takes reasonable steps within ten (10) days to retrieve, delete or restrict the material and prevent recurrence, and the disclosure has not caused and is not reasonably likely to cause material harm; that Party remains liable for any loss actually caused. That does not apply to a knowing, reckless or repeated disclosure, to a breach of Section 5.1, 5.3, 6.1, 6.3 or 6.4, or to misappropriation of a Trade Secret.

- 13.5.** Neither Party may assign or transfer this Agreement without the other's prior written consent, not to be unreasonably withheld or delayed, except that either may assign it in its entirety on written notice to a successor by merger, consolidation or sale of all or substantially all of the assets of the business to which it relates, provided the successor agrees in writing to be bound and is not a competitor of the other Party; the competitor condition does not apply to an assignment by an individual to an entity formed by that individual to carry on the same practice in which he or she holds a majority of the voting interests, which may be made on notice without consent. An attempted assignment in violation of this Section is void. On the death or incapacity of an individual Party this Agreement continues and that Party's personal representative or attorney-in-fact may enforce every right under it. This Agreement binds and benefits the Parties and their legal representatives, successors and permitted assigns.
- 13.6.** This Agreement is for the sole benefit of the Parties. A Party may enforce it on behalf of, and recover for loss suffered by, its affiliates whose confidential information is included in its Confidential Information, its Representatives it indemnifies, any individual whose voice, image, likeness or performance Section 6.4 protects, and any person entitled to enforce an undertaking given under the Annex; otherwise it confers no right on any other person. Each Party represents that it has full authority to enter into this Agreement, that where it is an entity the individual signing on its behalf has authority to bind it and where it is an individual that individual signs in his or her own capacity, and that this Agreement is a legal, valid and binding obligation enforceable against it. It may be executed in counterparts, each deemed an original and together one Agreement, binding both Parties notwithstanding that they are not signatory to the same counterpart. An electronic signature has the same effect as an original under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq., and the Uniform Electronic Transaction Act, section 668.50, Florida Statutes. Headings are for convenience only. If translated, the English version prevails.

Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

COUNTERPARTY

Signing for the Counterparty named in the preamble.

Name _____

Email for notices _____

Signature _____

Date signed _____

LOREN WEISMAN

Signing in his individual capacity.

Name _____

Email for notices _____

Signature _____

Date signed _____