



MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2022, by and between

Tropical Chasers, Inc.
4217 Mayfair Ln
Port Orange, FL 32129

and _____

Both parties possess Confidential Information which each intends to remain protected and confidential. In the course of establishing a business relationship, it is anticipated that each party will be a "Disclosing Party" and each shall be a "Recipient Party".

RECITALS:

- A. The Recipient Party desires to obtain certain confidential and proprietary information from the Disclosing Party for the sole purpose of establishing a business relationship; and
- B. The Disclosing Party is willing to provide such confidential and proprietary information to the Recipient Party for the limited purpose and under the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. Definitions. "Confidential Information" as used herein shall include, but not be limited to, information that relates to the business of the other party (or any parent, subsidiary, affiliate, customer, contractor or supplier of the other) or any third party with whom a party to this Agreement agrees to hold information of such party in confidence, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, data, techniques, samples, or other know-how related to app and intellectual property development, social media expertise, customer information with attendant data and documentation, business records, and software that is disclosed in any manner, by any means, by the Disclosing Party to the Recipient Party. Confidential Information shall not include any information that is:



- a. in the possession of the Recipient Party or its related companies prior to its disclosure hereunder by the Disclosing Party;
- b. independently developed by the Recipient Party or its related companies as evidenced by written records;
- c. publicly disclosed by the Disclosing Party;
- d. rightfully received by the Recipient Party or its related companies from a third party without restrictions on disclosure or use;
- e. approved for release or disclosure by the Disclosing Party;
- f. produced or disclosed pursuant to applicable laws, regulations or court order; or
- g. any other information once it becomes part of the public domain by publication or otherwise through no act of the Recipient Party.

All Confidential Information disclosed in written form under this Agreement by either party shall be clearly marked as “proprietary”, “confidential”, or the like. All Confidential Information disclosed in any manner other than writing shall be preceded or followed by an oral or written statement indicating that the information is Confidential or constitutes Confidential Information falling within the terms of this Agreement

2. Acknowledgment. The Recipient Party acknowledges the representations of the Disclosing Party that Confidential Information is proprietary to and a valuable trade secret of the Disclosing Party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to the Disclosing Party.

3. Obligations of the Recipient Party. In consideration of the disclosure by the Disclosing Party to the Recipient Party of Confidential Information, the Recipient Party agrees to undertake the following obligations with respect to Confidential Information.

- a. not to disclose Confidential Information to a competitor of Disclosing Party;
- b. not to use Confidential Information in any competitive or disadvantageous manner to the Disclosing Party. The use of Confidential Information is strictly limited to the furtherance of the



business relationship between the Disclosing Party and the Recipient Party.

- c. to carefully restrict access to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign a non-disclosure restriction at least as protective as this in this agreement, and
- d. to return Confidential Information, including all copies and records thereof, to the Disclosing Party within ten (10) business days following receipt of request therefore from the Disclosing Party or upon completion of the performance of services or manufacture of products for which Confidential Information was disclosed subject to the terms of this Agreement, whichever occurs last. One copy of Confidential Information received hereunder may be retained for the sole purpose of ensuring compliance with the terms of this Agreement and, if retained, shall be held in accordance with the terms herein.

4. No Representations or Warranties. The Recipient Party understands and agrees that the Disclosing Party makes no representations or warranties whatsoever as to the accuracy, completeness, or fitness for a particular purpose of any information or material provided in connection with this Agreement, including Confidential Information, and neither Party nor its officers, directors, employees, agents, or representatives shall have any liability or responsibility therefor to the other Party (except as set forth in this Agreement) or to any other person or entity.

5. No License. Neither this Agreement, nor the transfer of Confidential Information hereunder, shall be construed as granting any license or rights to any information or data now or hereafter owned or controlled by a Party to the other Party and all such Confidential Information shall remain the property of the Disclosing Party.

6. Additional Obligations. Any confidentiality obligations set forth in any subsequent agreement between the Parties will supplement the provisions of this Agreement, and this Agreement will in that event continue in full force and effect unless otherwise mutually agreed in writing.

7. Amendments; Waivers. This Agreement (a) may not be amended, supplemented, waived, or modified except by an instrument in writing duly executed by each of the Parties, (b) may not be assigned by a Party, and (c) constitutes the entire understanding between the Parties with respect to



Confidential Information and the Proposed Transactions and supersedes all prior arrangements or understandings, oral and written, between the Parties with respect to such matters.

8. No Partnership or Other Agreement. This Agreement does not create and shall not be construed to create any partnership, distributorship relationship, agency relationship, employer-employee relationship, joint venture, or any similar relationship or entity between the Parties. Further, neither Party shall, based upon the terms of this Agreement, have the authority to act as an agent, representative, trustee, or fiduciary of the other Party or bind or legally obligate the other Party in any manner whatsoever. Further, except for obligations specifically set forth herein, this Agreement does not create any obligations, rights, or duties between the Parties with regard to the Proposed Transactions and the Parties shall incur no such obligations, rights, or duties unless and until the Parties enter into complete definitive agreement(s) that fully set forth any such obligations, rights, and duties. For purposes of this Agreement, "definitive agreement" does not include a negotiated term sheet, an executed letter of intent, or any other preliminary written agreement or offer (whether or not signed by either of the Parties), unless specifically stated in writing to be a definitive agreement and executed by both Parties. Each of the Parties waives the right to, and will not assert, any claim regarding the Proposed Transactions or any failure to enter into the Proposed Transactions or further agreement regarding the Proposed Transactions until a definitive agreement exists. This Agreement or any exchange of information or discussion hereunder shall not obligate either Party to enter into any additional discussions or agreements with the other Party. Each Party may reject all proposals and terminate discussions at any time at its election and without liability to the other Party or explanation of the reason for the termination.

9. Specific Performance; Remedies. Each Party acknowledges and agrees that, because of the sensitive and confidential nature of the Confidential Information, the breach by a Party of the terms of this Agreement with regard to disclosure of Confidential Information may cause the other Party irreparable harm and damage that may not be susceptible to accurate quantification. Therefore, each Party agrees that, in the event of such breach, the other Party shall have the right to exercise all remedies available at law and equity, including, without limitation, specific performance and injunctive relief, and each Party hereby submits to the subject matter jurisdiction of a court granting such relief. Notwithstanding any other provisions of this Agreement, in no event will a Party, its Affiliates, or any of its Representatives be liable for consequential, special, punitive, or exemplary damages arising out of this Agreement.



10. Indemnification. Each Party shall indemnify and hold the other Party and its Affiliates and Representatives harmless from and against any and all liabilities, claims, demands, actions, suits, legal or administrative proceedings, losses, damages, injury to person or property, and reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and disbursements) relating to the investigation of, preparation for, and defense of any of the foregoing, to the extent they arise out of (directly or indirectly) any visit by a Party's Representatives to a property, office, or facility of the other Party or its Affiliates.

11. Survival of Obligations. Regardless of any termination of any business relationship or discussion between the Parties, this Agreement and all obligations of the Parties under this Agreement shall remain in full force and effect until the second (2nd) anniversary of the date first set forth above, unless terminated earlier in writing by mutual agreement of the Parties; provided, however, that the obligations of the Parties to maintain the confidentiality of any Confidential Information constituting a Trade Secret shall survive the termination of this Agreement and the Parties' other obligations hereunder so long as such Confidential Information continues to be a Trade Secret.

12. This Agreement shall be:

(a) governed by and construed in accordance with the laws of the State of Florida;

(b) To the fullest extent permitted by applicable law, the Parties hereby irrevocably submit to the non-exclusive jurisdiction of any Florida State court in respect of any suit, action or proceeding arising out of or relating to the provisions of this Agreement and irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. The Parties hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) The Parties hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date first referenced above.

Signature: _____

Name: _____

Title: _____

Signature: _____

Christopher R. Johnson
TROPICAL CHASERS, INC.