

StarRock Medical, LLC
Purchase Order

Buyer Information **Purchase Order Details:**

Name: **Purchase Order No.:**

Order Date:

Delivery Date:

Shipping Address:

Email:

Phone:

Facilitator Information (acting for Seller):

Name:

StarRock Medical, LLC, a Florida limited liability company

Address:

6830 Porto Fino Circle, Suite 2
Fort Myers, Florida 33912

Email: Richard.burstein@starrock.org

Phone: 310-696-8678

Payment

Payment Method: Payment by Letter of Credit from the Buyer to StarRock following satisfaction of conditions precedent to payment outlined in terms and conditions of said Letter of Credit

Billing Address: 6830 Porto Fino Circle, Suite 2, Fort Myers, Florida 33912

Products

Product Description	Quantity	Rate	Amount
Total Due:			

Terms and Conditions

Terms and Conditions: By executing this purchase order ("Purchase Order"), StarRock Medical, LLC, a Florida limited liability company ("StarRock" or "Facilitator"), acting for seller, Zhongxin Yijia Beijing Medical Instrument Co., Ltd. ("Seller" or "Exporter") agrees to source and supply to the products identified in this Purchase Order for sale to _____ ("Buyer") upon issuance of a letter of credit from the Buyer, and agrees to be bound by this Purchase Order and related Terms and Conditions attached hereto as well as any additional exhibits or schedules referenced or attached to this Purchase Order.

StarRock Medical, LLC

Signature:

Printed Name:

Title:

Date:

Buyer Company Name

Signature:

Printed Name:

Title:

Date:

THE INFORMATION AND PRICING CONTAINED IN THIS PURCHASE ORDER IS STRICTLY CONFIDENTIAL

- 1. GENERAL.** These General Terms and Conditions of Purchase ("Terms" with the Terms and the Purchase Order being collectively referred to as the "Agreement") shall apply to all orders, purchases and delivery, including all purchase orders of any products, goods and/or services (collectively the "Goods") from StarRock to Buyer.

These Terms contain the entire understanding of the parties with respect to the Agreement, and supersede any previous agreements, terms and conditions or understanding with respect to the order, sale and delivery of the Goods.

By contracting on the basis of these Terms, Buyer agrees to the applicability of these Terms in respect to current and future purchase of Goods even if not expressly stated. StarRock shall be entitled to update and/or amend these Terms. Such changes and amended terms will be applicable to any purchases made after the time of notice provided to the Buyer of such amended terms. Such notice of amended terms will be provided to Buyer by sending Buyer the updated or amended Terms. After receiving notice of changes, Buyer will be bound by such changes. While Buyer may acknowledge receipt of this Agreement by signing and returning it, any Buyer terms and conditions in any specific order acknowledgement documentation, invoice, or other writing, preprinted or otherwise, shall be inapplicable and shall not modify this Purchase Order.

For the purposes of these terms, a "Writing" shall include any formal handwritten instrument, electronic mail from an authorized representative of StarRock, facsimile, or the exchange of PDF files between Buyer and StarRock. The
- 2. SCOPE:** StarRock is in the business of facilitating sales of medical and other health related goods manufactured in China and elsewhere through the Exporter (the "Business"). Exporter has requested that StarRock arrange for the distribution and sale to Buyer of those products identified in the Purchase Order pursuant to these Terms, and StarRock has agreed to do so based on these Terms.
- 3. INSPECTION:** Following delivery to Buyer's Shipping Address provided in the above Purchase Order, the Societe Generale De Surveillance ("SGS") or another third-party inspector designated by the Facilitator (the "Inspector"), and agreed upon by Buyer and Seller, shall do an inspection of the Goods to determine that the required quantities of the Goods have been designated and packed correctly for shipment along with a random inspection of the Goods to confirm that they are in conformance with the technical and quality requirements specified in this Agreement (the "Inspection"). The Inspection specifics are included in Exhibit A attached hereto, which the Inspector shall reduce to a written report (the "Inspection Report"). Unless agreed to in Writing by Facilitator, the Inspection must occur at the Buyer's Shipping Address listed in this Agreement.
- 4. LETTER OF CREDIT.** Buyer shall issue a fully confirmed, irrevocable, and negotiable MT 700 letter of credit ("LOC") in the amount of the Purchase Price for the parties agree that the electronic time stamp assigned by Facilitator's electronic communication systems shall serve as sole proof for the time of delivery and receipt of such electronic communication to and from Buyer.

- Goods as detailed in the Purchase Order, within ten (10) calendar days from the date of execution of this Agreement. This Agreement shall not be binding on StarRock until a LOC is issued by Buyer to StarRock. The LOC shall be negotiable, fully transferable, and drawn against draft at sight upon presentation of the following documents: (i) A copy of the Inspection Report certifying that Goods have been randomly inspected and fully conform with the specifications, quality, and standards for the Goods and the packaging of the Goods as required by this Agreement, and (ii) a commercial invoice issued by StarRock detailing the amount of the Purchase Price and all other amounts due to StarRock upon successful completion of the Inspection. Payment of the Purchase Price to StarRock shall be deemed earned and due upon the occurrence of all of the conditions stated above and upon presentation of documentary evidence in accordance with the terms of the LOC.
5. **PRICE INVOICING.** Pursuant to the LOC, StarRock shall invoice Buyer at the prices on the face of this Agreement.
 6. **ACCEPTANCE OF ORDER.** Orders for Goods are considered accepted by Facilitator when Facilitator takes and accepts the Order for a specific purchase of Goods, including the identification of Goods, quantity and price of the Goods. Acceptance of an Order by Facilitator will be deemed to occur when Seller undertakes any of the following: (i) Facilitator verbally accepts a phone order confirmed in an email by Facilitator; (ii) Facilitator sends an acceptance by email, electronic or other Writing to Buyer; (iii) the LOC is issued by Buyer, or (iv) the Goods are placed in transit. The parties agree that all Orders are accepted pursuant to and subject to the Terms hereof. Any variation, cancellation or waiver of these Terms or an accepted Order must be in writing and signed by an authorized employee of Facilitator. These Terms shall apply to all Orders and contracts placed by Buyer with Facilitator and shall override any terms provided by Buyer in the Buyer's purchase order, invoice or other communication issued by the Buyer whatsoever and whenever issued. Such unilateral terms provided on or with a Buyer purchase order, invoice or other communication shall not qualify as a mutually agreed and duly executed binding modification of these Terms as required under Section. Buyer acknowledges that current COVID-19 related supply chain shortages could delay delivery and be outside the control of Facilitator. Notwithstanding anything to the contrary, and for the avoidance of doubt, this Section 6 (and other provisions of this Agreement that may speak of the parties' respective rights, duties and obligations under this Agreement) apply equally to each lot of Goods delivered under this Agreement.
 7. **PACKAGING AND SHIPMENT.** All Goods shall be packaged, labeled, and prepared for shipment in accordance with customary practices within the industry.
 8. **TRANSFER OF TITLE.** Title and risk of loss of all Goods will pass to Buyer upon the Goods passing Inspection as provided in the Inspection Report and payment of the Purchase Price to StarRock by Buyer pursuant to LOC.
 9. **CANCELLATIONS AND RETURNS.** Buyer understands and agrees that each order of Goods is custom sourced and prepared for each Buyer, and therefore, no order by Buyer may be cancelled or changed without the prior written consent of Seller. If the Inspector determines that the Goods are conforming to with standard and grade represented by Seller in an Inspection Report, then no return of Goods shall be made by Buyer without the prior written consent from Seller, which can be withheld in its sole and absolute discretion.
 10. **REJECTION.** Goods from StarRock shall be subject to Inspection and approval by Inspector, after delivery. StarRock shall only be entitled to payment of the Purchase Price if the Goods pass inspection by Inspector. Other than the Inspection, no inspection, approval, test delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Buyer of any obligations hereunder or impair or waive any right or remedy of Facilitator. If the Inspection Report indicates that the Goods do not conform with the requirements of the Purchase Order, Buyer shall have the right to reject them and, in addition to its other rights and remedies, Buyer shall have, without limitation, all of the following rights: (i) to return them to Seller for credit, replacement, or correction as Facilitator may direct or (ii) to correct, rework, and/or replace with the additional cost to be charged to and paid by Seller.
 11. **CHANGES.** Except as expressly noted in these Terms, this Agreement shall only be amended, modified, or otherwise changed in a Writing signed by both Parties.
 12. **DELIVERY SCHEDULES.** Buyer acknowledges and agrees that the Shipping Requirements and Details attached as Exhibit B shall also control the Parties' delivery obligations. Facilitator may from time to time change delivery schedules or direct temporary suspension of scheduled shipments if it should experience supply chain disruptions. The date of delivery is an estimate only and shall commence from the date that the LOC is issued. Facilitator and Seller shall use commercially reasonable efforts to deliver the initial lot of Goods, as specified in the Flight Schedule or Cargo Schedule, for inspection by SGS (as described in Section 3) within ten (10) business days of the dates provided in the Flight Schedule or Cargo Schedule ("Delivery Date"). Buyer understands that time for delivery is not of the essence and that Seller shall not be liable for any delay of delivery of Goods past the Delivery Date. Provided however, that Buyer shall have the option to cancel and/or terminate the Purchase Agreement or cancel any Goods identified to the Purchase Agreement if either (a) a detailed flight schedule ("Flight Schedule") in the case of air freight or cargo shipment schedule ("Cargo Schedule," with the

Cargo Schedule and Flight Schedule being collectively referred to as the "Delivery Schedule") is not provided to Buyer within (10) business days of when the LOC is issued, or (b) in the event that Facilitator deviates from any Delivery Date by more than ten (10) business days then Buyer may provide notice of noncompliance to Facilitator, and following such notice if Facilitator does not correct the noncompliance within fifteen (15) business days, then Buyer can terminate this Agreement with respect to any goods not already in transit from Seller. Seller and Buyer acknowledge and agree that delivery of the Goods will likely be made in multiple lots as identified in the Flight Schedule or Cargo Schedule (as applicable), and that Seller will use commercially reasonable efforts to deliver the Goods in accordance with the Delivery Schedule. The Buyer acknowledges and agrees that such Flight Schedule or Cargo Schedule (as applicable) is subject to change based on factors outside of Seller's control and that Seller shall not be in breach if the actual delivery deviates from the Flight Schedule or Cargo Schedule (as applicable). Notwithstanding the foregoing, Buyer shall not be permitted to terminate the Purchase Agreement following receipt of the bill of lading for such Goods provided by Seller, unless the Goods fail inspection by SGS (as described in Section 3 of these Terms).

13. DELAY. StarRock shall immediately notify Buyer of any threatened or actual labor dispute, strike, closure or other matter or event which may delay Seller's performance under this Agreement and the anticipated duration of the delay. Excusable delays are those delays which arise out of causes beyond the control and without the fault or neglect of Facilitator or Seller, including acts of God or of the government or of the Civil Aviation Administration or of individual airline companies, fires, floods, strikes, pandemics, epidemics, embargoes, or unusually severe weather.

14. DEFAULT. Buyer may terminate this Agreement in whole or in part upon written notice to StarRock if StarRock: (i) deviates from the proposed delivery schedule such that the initial lot of Goods is not delivered within fifteen (15) business days by the delivery date set forth in the Purchase Order; or (ii) the Inspection Report indicates that the Goods are nonconforming.

The rights and remedies of Facilitator provided in this Agreement and by law are cumulative. Facilitator shall not be liable for penalties or for any amounts in excess of the price allocable to the Goods giving rise to the claim.

15. WARNINGS/LIMITATIONS. Certain safety information, warnings and limitations pertaining to the Goods are included on the packaging and within the packaging of the Goods, and are incorporated herein by reference.

16. WARRANTY. The parties enter into this Agreement, to LIMITED WARRANTY. Claims relating to quantity, quality, weight, condition, and loss of or damage shall be waived by the Buyer unless made in writing within five (5) business days after receipt of goods by Buyer. Facilitator warrants only that the Goods covered by this Order conform to the standard, grade, technical specifications and quantity represented by Seller but nothing else is represented or warranted by Facilitator with respect to the Goods. THERE IS NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY STATED IN THIS PARAGRAPH. Any recommendations made by Seller for the use of goods sold hereunder are based upon the tests believed to be reliable, but Facilitator makes no warranty of the results to be obtained. Notwithstanding the foregoing, any warranties provided by Facilitator will not apply to any product delivered to Buyer's facility hereunder, if it has been misused, altered, damaged or used other than in accordance with the applicable Seller package insert and fact sheets for such goods so as to affect its reliability. Buyer assumes all risk for the suitability of the results obtained by using the Goods provided hereunder, and the consequences which flow therefrom when such Goods are used other than in accordance with the applicable Seller package insert and fact sheets for such Goods or any applicable manual or instructions so as to affect its reliability.

17. LIMITATION OF LIABILITY. Facilitator shall not be liable to Buyer for direct, indirect, special or consequential damages, or for loss of production or loss of profits or claims of third parties against Buyer, resulting from any cause whatsoever including, but not limited to, any delay, act error or omission of Seller, and Seller's sole liability to Buyer for any cause of action, whether based upon negligence, contract or strict liability shall be to replace any goods covered by this Contract which do not conform to specifications. Buyer assumes all risks and liability arising from unloading, discharge, storage, handling and use of the goods sold hereunder, including risk or damage resulting from the use of such goods either alone or in combination with other substances.

18. COMPLIANCE. The parties enter into this Agreement, to the extent that it is applicable, with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local laws (in the United States), including, without limitation the following laws and their implementing regulations, as the same may be amended: 31 USC § 3729 (False Claims Act), the Medicare Carrier Manual, EMTALA, the Balanced Budget Act, Deficit Reduction Act of 2005, Identity Theft Red Flag Rules (16 C.F.R. § 681.2). If any legislation, regulation or government policy pertaining to the Goods is passed or adopted, the effect of which would cause either Party to be in violation of such laws due to the existence of

any provision of these Terms or an Order, then Buyer and Seller agree to negotiate in good faith for a period of ninety (90) days to modify these Terms or the Order to comply with such applicable law. Should the Parties fail to agree upon modified Terms or Order within this time, the Parties agree to submit to binding arbitration pursuant to the rules of the American Arbitration Association to resolve any such dispute.

- 19. ANTI-CORRUPTION.** Buyer and Facilitator represent and warrant that: (i) it is familiar with and understands the terms of the U.S. Foreign Corrupt Practices Act of 1977, as amended (US FCPA), and that each Party will comply with the US FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction which are applicable to the parties' business activities hereunder; (ii) no principle, partner, officer, director, or employee of Seller is or will become an official of any government body of any country or jurisdiction (other than the US) that is applicable to the parties' business activities hereunder; and (iii) has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value to any government official, government employee (or employee of any company owned in part by a government), political party, political party official, or candidate for any government or political office (each, a "Government Official") to influence any act of decisions of such Government Official or to induce such official to use their influence with the local government to effect or influence the decision of such government in order to assist Facilitator or Seller in its performance of their obligations under this Agreement or to benefit the other party. Failure by Seller to comply with this section shall be deemed a material breach of a material provision of this Agreement and Buyer will have the right to immediately terminate this Agreement and its performance without any liability to Seller.
- 20. NO DEBARMENT.** Buyer represents and covenants that neither the Buyer nor its personnel has ever been and is not currently excluded, debarred, suspended or otherwise ruled ineligible to participate in any Federal health care program (as in defined in 42 U.S.C. § 1320a-7b(f)) and neither Buyer nor its personnel has engaged in any activity that could lead to Buyer or its personnel becoming excluded, debarred, suspended or otherwise ruled ineligible to participate in any Federal health care program. Buyer further represents and covenants that Buyer has not has been debarred under Section 306(a) or Section 306(b) of the Federal Food, Drug and Cosmetic Act, as it may be amended from time to time, or any other local, state or federal law applicable to the pharmaceutical industry and Buyer does not and will not use in any capacity the services of any person, corporation, partnership or association so debarred;
- 21. RESALE.** Buyer shall not be permitted to resell the Goods unless Buyer produces for Facilitator's review and confirmation either (a) a valid resellers certificate or (b) a valid tax exemption certificate. Buyer represents and warrants that Buyer shall use the Goods only for business purposes and not for personal, household or family use. Buyer represents and warrants that Buyer shall use the Goods only in accordance with the fact sheets, manual and/or instructions for use provided by Seller for use with such Goods.
- 22. RELEASE.** Buyer, for itself and its successors, assigns, agents, employees, and representatives, hereby releases and discharges the Seller, its directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, and employees, from each and every claim, cause of action, damages (including consequential damages) and demands, loss and expense, including but not limited to attorney's fees and costs, that it has or might have, in any way arising out of or in connection with this Order or the Goods except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law.
- 23. NON-DISCLOSURE, NON-SOLICITATION, NON-CIRCUMVENTION.** Buyer and Facilitator covenant, affirm and agree to the non-disclosure, non-solicitation, and non-circumvention terms that are attached as Exhibit C to this Agreement and incorporated herein by attachment and reference as if such terms were fully contained within this Section 23 of the Agreement.
- 24. FORCE MAJEURE.** Facilitator shall not be liable or deemed in breach of this Agreement for any failure or delay or performance that results, directly or indirectly, from acts of God, civil or military authority, public disturbance, labor disputes, accidents, fires, or any other cause beyond the reasonable control of Seller.
- 25. NO IMPLIED WAIVER.** The failure of either party at any time to require performance by the other party of any provision of these terms and conditions shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of these terms and conditions constitute a waiver of any succeeding breach of the same or any other provision.
- 26. RELATIONSHIP OF PARTIES.** Facilitator and Buyer are independent contracting parties and nothing in this Agreement or subsequent agreement shall make either party the agent or legal representative of the other for any purpose whatsoever and there is no partnership or joint venture between the Parties.
- 27. ARBITRATION.** In the event of any dispute between Facilitator and Buyer relating to this Agreement, the Parties covenant, consent and agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered by the

arbitrator(s) may be entered in any court of competent jurisdiction, provided however, that there shall only be one arbiter for the Arbitration. The arbiter shall be chosen by agreement of the Parties, provided however, that if the Parties are unable to agree on an arbiter, the Parties shall each choose a person to act on its behalf to choose an arbiter. The two people chosen by the Parties shall agree upon an arbiter, and such decision shall be conclusive. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the State of Florida. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorneys' fees from the non-prevailing party.

28. GOVERNING LAW AND JURISDICTION. These Terms and any Purchase Order to which these Terms are attached are to be construed according to the laws of the State of Florida, United States of America. The Parties agree to first submit any disputes to binding arbitration as discussed in Section 29. The parties agree to, and do hereby, submit to the exclusive jurisdiction of the state or federal courts of competent jurisdiction sitting in Charlotte County, Florida, to hear and resolve disputes arising out of, or related to this Agreement, which are not resolved in binding arbitration. Each party consents to and submits itself to the personal jurisdiction of such court, and waives any defense that, and agrees that they shall not assert that such forum is

inconvenient or improper, except with respect to a defense regarding arbitration rights in Section 29.

29. PREVAILING LANGUAGE. This agreement shall be governed, interpreted and construed in the English language, regardless of any translations that may be made into any other language

30. MISCELLANEOUS. Buyer may not assign its rights or obligations under these Terms or any Agreement to which these Terms are attached with the prior written notice to Facilitator, which is can withhold in it absolute discretion. Facilitator can assign its rights to this Agreement. These Terms shall be binding upon and inure to the benefit of the parties hereto and to each of their permitted successors and assigns. In the event that any one or more provisions of these Terms shall for any reason be held to be invalid, illegal or unenforceable, any such invalid, illegal or unenforceable provision shall be treated as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability, and shall be enforced as so modified. The headings in these Terms are for the purpose of convenience only and they are not intended to be a material part of the Terms. These Terms and any accompanying Agreement and exhibits, contain the entire agreement between the parties as to the subject matter hereof. These Terms supersede all prior oral and written agreements between the parties with respect to the subject matter hereof. These Terms may not be modified or amended except in a writing signed by an authorized representative of each party.

Exhibit A

INSPECTION REQUISITION FORM AND PURCHASER TESTING REQUIREMENTS

This Service inspection proposal/Statement of Work to be performed by SGS Inspection team is provided to StarRock Medical on Behalf of your client. The statement of work will be the agreed process SGS will provide inspections for stated mdse:

Proposal for:

Execution Country – USA

Customer:

Payer: Prepaid to SGS by Exporter

Sampling Plan: ANSI/ASQ Z1.4-2008 based on total Packed Units available at the destination. General Inspection single plan Level II and destructive visual inspection in S-4

Acceptance Quality Level (AQL): Critical 0, Major 1.5, Minor 2.5

Sampling plan based on: Packed units

Suggested working scope: - (client can add or remove pieces)

- Quantity Check in bulk / total qty of master carton boxes
To check if it matches with total ordered qty on shipping documents provided.
- Inner packing qty check: sample qty = S-1 of total number of master cartons
Randomly select 5 cartons (S-1) to check if inner packed unit quantity is matching with Master carton outer Markings and specifications on Shipping documents (if provided)

Appearance / Workmanship Check based on below requirements:

- Check markings on Mask (Need to meet exactly Based on pictures supplied by client)
- Size measurement: 3pcs / item
- Fitting test: S-1 needs to have models (or factory's workers / warehouse staff as models) to wear the masks for fitting test
Actual finding will be recorded in report for client's reference
- Inner-cut / construction check: S-1 (i.e. 8pcs in this case)
Will only check the qty of layers but can't identify / verify for mask products: its material, differential pressure, synthetic blood penetration, resistance etc – which are only verified in a lab setting.
- Barcode scanning: three cartons or packed units (i.e. in packs) – depending on whether barcode is available on carton and/or packed unit
Actual finding will be recorded in report for client's reference
- Official report: One official report will be provided on next working day
Inspection report (SGS normal inspection template format) will be provided to client on the next working day after inspection is finished. If needed for Letter of Credit see terms and conditions #9
- Customer will receive an inspection proposal prior to each inspection or assign an individual who can approve the Inspection mandays to SGS in order to proceed.

Exhibit B
SHIPPING REQUIREMENTS AND DETAILS

Country of Origin and Manufacture:	China (see manufacturers listed on Exhibit A)
Shipping Marks and Labels:	
Time of Delivery:	
Port of Loading:	
Destination:	
Insurance:	

Exhibit C

Non-Disclosure, Non-Solicitation, Non-Circumvention Provisions

- Definition of Confidential Information. For purposes of this Agreement “Confidential Information” means any information disclosed by either one of the parties to the other including without limitation all proprietary information, technical data, trade secrets, trademarks, trade names and other intellectual property rights, and know-how of any kind disclosed before or after the date of this Agreement, including, but not limited to, information related to business and product or service plans, customer lists, marketing plans, initiatives, customer contracts, software platforms, pricing for services and workflow practices and procedures, which bears a marking of “confidential”, “proprietary” or similar terminology or that should otherwise reasonably have been understood by the recipient of the information because of the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the owner of the information or to a customer. Confidential Information does not include information which (i) is rightfully known to the Receiving Party at the time it receives the information, (ii) has become publicly known through no act of the Receiving Party, (iii) is required by court or government action to be disclosed or (iv) is independently developed without use of or reference to the Disclosing Party’s Confidential Information; provided however that the party being required to disclose the information must give the Disclosing Party reasonable prior notice of such disclosure and that the information shall continue to be treated as Confidential Information for all other purposes. A “Disclosing Party” is a party disclosing Confidential Information. A “Receiving Party” is a party receiving disclosed Confidential Information.
- Non-Disclosure, and Restriction on Use, of Confidential Information. Confidential Information of the Disclosing Party may be used by the Receiving Party only in connection with their mutual business and contractual relationship. The parties shall protect the confidentiality of each other's Confidential Information in at least the same manner as they protect the confidentiality of their own proprietary and confidential information of like kind, but in any case with no less than a reasonable degree of care.
- No Rights Granted. Confidential Information shall at all times remain the property of the Disclosing Party. No license or rights under any trade secrets, copyrights, trademarks, patents or other rights are granted by this Agreement or any disclosure of Confidential Information hereunder.
- Non-Circumvention. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose contrary to the best interest of the Disclosing Party. In furtherance of this covenant, the Receiving Party, for itself, and its agents, affiliates, representatives, successors and assigns, hereby agrees not to contact, directly or indirectly, any employee, representative, customer, vendor or supplier of the Disclosing Party for any purpose whatsoever, without the prior written consent of the Disclosing Party.
- Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned to the Disclosing Party upon the first to occur of (i) completion of the purpose referred to above or (ii) request by the Disclosing Party. Copies of any Confidential Information shall not be retained in any form by the Receiving Party without the prior written consent of the Disclosing Party.
- Notification of Release of Confidential Information. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the Receiving Party shall promptly notify the Disclosing Party and tender to it the defense of such demand. Unless the demand shall have been timely limited, quashed or extended, the Receiving Party shall thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the party to whom the defense has been tendered, the Receiving Party shall cooperate (at the expense of the requesting party) in the defense of a demand.

7. No Advertising. Neither party may use the name of the other on their website or otherwise in connection with any advertising or publicity materials or activities without the prior written consent of the other party.

8. Term. This Agreement shall continue from the Effective Date until terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, all obligations of the Receiving Party concerning confidentiality, including but not limited to those described in Paragraphs 1, 2, 3, 4, 5, 6, or 7, shall continue indefinitely and survive the expiration or termination of this Agreement.

9. Remedies. The parties hereto agree and acknowledge that the provisions and restrictions contained in sections 1 through 7 are necessary to protect the legitimate continuing interests of the parties in the Confidential Information and that any violation or breach of these provisions will result in irreparable injury to the other party for which a remedy at law would be inadequate and that, in addition to any relief at law which may be available to a party for such violation or breach, the injured party shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Agreement.

10. Governing Law; Venue and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to its conflicts of law provisions. The parties agree to, and do hereby, submit to the exclusive jurisdiction of the state or federal courts of competent jurisdiction sitting in the State of Florida to hear and resolve disputes arising out of, or related to this Agreement, and agree that the exclusive venue for all such actions shall be in Orange County, Florida. Each party, by executing this Agreement, consents and submits itself to the personal jurisdiction of such court, and waives any defense that, and agrees that they shall not assert that such forum is inconvenient or improper

11. Waiver. The failure of a party to insist on the strict adherence to any term of this Agreement or to enforce any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement or to enforce such term. Any waiver must be in writing.

12. Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

13. Complete Agreement. This Agreement including all exhibits constitutes a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, arrangement or understandings written or oral, relating to its subject matter. This Agreement may not be modified except by a writing signed by both parties.

14. Notice. Any notice or other communication required or permitted herein shall be given in writing to the other party at such address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given when (i) delivered personally, (ii) sent via certified mail (return receipt requested), or (iii) sent via fax or email (all with confirmation of receipt).

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.