



EXHIBIT B — Non-Disclosure Agreement

PURPOSE

This Non-Disclosure Agreement ("NDA") is incorporated into and made part of the Value-Added Representation Agreement between Soeldner Consulting LLC ("Representative") and [Principal Company Name] ("Principal") dated _____ (the "Agreement").

The Parties recognize that in the course of their business relationship, each Party may disclose to the other Party certain confidential and proprietary information. This NDA establishes the terms and conditions under which such information shall be protected.

DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, electronically, visually, or by any other means, that:

1. Is marked or identified as "Confidential," "Proprietary," or with a similar designation; or
2. Should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to:
 - Technical data, designs, specifications, drawings, and engineering information
 - Product roadmaps, development plans, and research data
 - Business plans, strategies, and forecasts
 - Financial information, pricing, and cost data
 - Customer lists, customer information, and market data
 - Marketing plans, sales strategies, and competitive analyses
 - Software, source code, algorithms, and technical documentation
 - Trade secrets, know-how, and proprietary processes
 - Contract terms, negotiations, and business arrangements

- Information regarding employees, contractors, and personnel
3. Includes information disclosed prior to the Effective Date of the Agreement in contemplation of the business relationship between the Parties.

EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that the Receiving Party can demonstrate by competent written evidence:

1. **Public Domain:** Was in the public domain at the time of disclosure or subsequently enters the public domain through no breach of this NDA by the Receiving Party;
2. **Prior Knowledge:** Was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records;
3. **Independent Development:** Was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by written records;
4. **Rightful Receipt from Third Party:** Was rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation and without restriction on disclosure;
5. **Authorized Disclosure:** Was approved for release by written authorization of the Disclosing Party.

OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

1. **Maintain Confidentiality:** Hold all Confidential Information in strict confidence and protect it from unauthorized disclosure using at least the same degree of care that the Receiving Party uses to protect its own confidential information of similar nature and importance, but in no event less than reasonable care;
2. **Limited Use:** Use the Confidential Information solely for the purposes of performing its obligations and exercising its rights under the Agreement, and for no other purpose;

3. **No Disclosure:** Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted in this NDA;
4. **Limited Access:** Limit access to Confidential Information to:
 - Its employees, officers, directors, contractors, and advisors who have a legitimate need to know the information for purposes of the Agreement;
 - Such persons who have been informed of the confidential nature of the information and are bound by confidentiality obligations at least as restrictive as those contained in this NDA;
5. **Safeguards:** Implement and maintain reasonable physical, electronic, and procedural safeguards to prevent unauthorized access to, use of, or disclosure of Confidential Information;
6. **No Reverse Engineering:** Not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, underlying ideas, algorithms, or structure of any software, technology, or products disclosed as Confidential Information, except to the extent expressly permitted by applicable law;
7. **No Copying:** Not copy, reproduce, or create derivative works of Confidential Information except as necessary to perform its obligations under the Agreement;
8. **Notice of Breach:** Promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information and cooperate fully in remedying such breach.

REQUIRED DISCLOSURES

If the Receiving Party is required by law, regulation, court order, or other legal process to disclose any Confidential Information, the Receiving Party shall:

1. Promptly notify the Disclosing Party in writing of such requirement prior to disclosure (unless prohibited by law);
2. Cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy;
3. Disclose only that portion of the Confidential Information that is legally required to be disclosed;

4. Use reasonable efforts to obtain confidential treatment for any Confidential Information that is disclosed.

OWNERSHIP AND NO LICENSE

1. **Retained Ownership:** All Confidential Information remains the sole property of the Disclosing Party. No license or other rights in or to any Confidential Information or intellectual property rights are granted by this NDA, except the limited right to use Confidential Information for the purposes specified herein.
2. **No Transfer of Rights:** Nothing in this NDA shall be construed as granting any rights by license or otherwise to any Confidential Information or intellectual property rights, except as expressly provided in the Agreement.

RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the earlier of:

- Termination or expiration of the Agreement;
- Completion of the purposes for which Confidential Information was disclosed; or
- Written request by the Disclosing Party;

The Receiving Party shall, at the Disclosing Party's option:

1. Promptly return to the Disclosing Party all Confidential Information, including all copies, reproductions, summaries, and derivative works; or
2. Destroy all Confidential Information and certify such destruction in writing to the Disclosing Party.

Notwithstanding the foregoing, the Receiving Party may retain:

- One archival copy of Confidential Information solely for purposes of determining its ongoing obligations under this NDA;
- Confidential Information that is required to be retained by applicable law or regulation, provided such information remains subject to the confidentiality obligations herein.

REMEDIES

1. **Irreparable Harm:** The Receiving Party acknowledges that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy.
2. **Equitable Relief:** In the event of any breach or threatened breach of this NDA, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, without the necessity of posting a bond, in addition to all other remedies available at law or in equity.
3. **Indemnification:** The Receiving Party shall indemnify, defend, and hold harmless the Disclosing Party from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to any breach of this NDA by the Receiving Party or its representatives.

NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY. THE DISCLOSING PARTY SHALL HAVE NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN CONFIDENTIAL INFORMATION OR FOR ANY USE OF CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY.

TERM AND SURVIVAL

1. **Term:** This NDA shall commence on the Effective Date of the Agreement and shall continue in effect until the later of:
 - Termination of the Agreement; or
 - Five (5) years from the date of disclosure of any Confidential Information.
2. **Survival:** The obligations of confidentiality and non-use set forth in this NDA shall survive termination or expiration of the Agreement for a period of five (5) years from the date of disclosure of each item of Confidential Information.
3. **Trade Secrets:** Notwithstanding the foregoing, any Confidential Information that constitutes a trade secret under applicable law shall remain confidential for as long as it qualifies as a trade secret under such law.

EXPORT CONTROL

The Receiving Party acknowledges that certain Confidential Information may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). The Receiving Party shall:

1. Comply with all applicable export control laws and regulations;
2. Not export, re-export, or transfer any Confidential Information without required licenses and authorizations;
3. Not disclose Confidential Information to foreign persons without proper authorization;
4. Implement appropriate controls to prevent unauthorized export or disclosure.

GENERAL PROVISIONS

1. **Entire Agreement:** This NDA, together with the Agreement, constitutes the entire agreement between the Parties regarding confidentiality and supersedes all prior agreements and understandings, whether written or oral.
2. **Amendment:** This NDA may be amended only by a written instrument signed by both Parties.
3. **Waiver:** No waiver of any provision of this NDA shall be effective unless in writing and signed by the waiving Party.
4. **Severability:** If any provision of this NDA is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
5. **Governing Law:** This NDA shall be governed by the laws of the State of Florida, without regard to conflicts of law principles.
6. **Binding Effect:** This NDA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

ACKNOWLEDGED AND AGREED:

SOELDNER CONSULTING LLC

By: _____

Name: Warren D. Soeldner

Title: Chief Executive Officer

Date: _____

[PRINCIPAL COMPANY NAME]

By: _____

Name: _____

Title: _____

Date: _____