



CONFIDENTIALITY AND LICENSED COMPOUND USE AGREEMENT

THIS **CONFIDENTIALITY AND LICENSED COMPOUND USE AGREEMENT** (the or this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between Okeanos Group, LLC, a Florida (U.S.) limited liability company (hereinafter referred to as "**Okeanos**"), and _____, a _____ (hereinafter referred to as "**Company**"). Each party may be individually referred to as a "**Party**" and collectively as "**Parties**". A reference to either Party includes that Party's managers, directors, officers, employees, affiliates, subsidiaries, representatives and agents (collectively, "**Related Entities**").

To facilitate transactions between the Parties concerning the manufacture of Licensed Products made from Licensed Compounds or other mutually beneficial business arrangement relating to the sale and manufacturing of MADE FROM STONE™ biodegradable packaging products ("**Purpose**"), either Party, or its authorized representatives (including its Related Entities) (each, a "**Discloser**"), may disclose to the other Party (the "**Recipient**") information considered confidential by Discloser or a third party. Okeanos and Company are willing to do so provided that each Party agrees to certain obligations and requirements to assure that Confidential Information (as that term is defined below) is not disclosed to any third party or used in any way except as expressly permitted by this Agreement.

I. CONFIDENTIALITY

1. Description of Confidential Information.

- a. "**Confidential Information**" means, with respect to the Discloser, any information or materials disclosed or made available or accessible by the Discloser, whether directly or indirectly, including by or through the observation or inspection of equipment, materials or processes, including information that is proprietary or confidential to a third party that is of any value or significance to the Discloser, not intended by the Discloser for general, non-confidential dissemination, and which is either (i) marked "Confidential" or "Proprietary" or with a legend of similar import or (ii) which the Recipient otherwise at any time knows, or has reason to know, that the Discloser intends or expects the confidentiality or secrecy thereof to be maintained. Confidential Information also means and includes (x) all analyses, compilations, summaries, data studies, extracts, notes, translations, memoranda, or other documents or information created by Recipient (or any Related Entity of Recipient) that is based on, or otherwise contains, Confidential Information of Discloser ("**Materials**"); and (y) the terms and conditions of this Agreement, the fact that Confidential Information has been furnished or made available pursuant to this Agreement or any other facts with respect to the Purpose, including the status thereof.
- b. Confidential Information does not include information that Recipient can demonstrate by legally competent evidence (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by Recipient (or any of its Related Entities); (ii) was in the possession of Recipient prior to the Effective Date and is not otherwise subject to a confidentiality or non-disclosure obligation; (iii) is provided to Recipient by a third party under no obligation of confidentiality or non-disclosure; or (iv) is developed by the Recipient independently of any disclosure of, or reference to or use of, Confidential Information. If

Confidential Information becomes available pursuant to the preceding sentence of this Section 1.(b), neither Party will disclose that such information was disclosed to it by or on behalf of the other Party under this Agreement.

- c. Confidential Information relating to specific materials, formulae, material ingredients and derivatives, samples, processes, equipment, trade secrets or manufacturing and process know-how will not be deemed to be within the exceptions provided in Section 1.(b) above merely because it is embraced by more general publicly available information. In addition, any combination of features will not be deemed to be within such exceptions merely because individual features are generally available to the public.

2. Agreement to Maintain Confidentiality and Restrict Use.

- a. Except as expressly permitted by this Agreement, Recipient will not (i) disclose Confidential Information received by Recipient to any third party or (ii) directly or indirectly use Confidential Information received by Recipient other than in connection with the Purpose.
- b. Each Party expressly wishes to receive only that Confidential Information of the other Party that is necessary for accomplishing the Purpose and will take reasonable steps to limit disclosure of Confidential Information that it deems necessary. Recipient will disclose Confidential Information received by Recipient only to its employees or other representatives having a need-to-know in connection with the Purpose, who have been advised of the confidential nature of the information, and who are bound by confidentiality obligations substantially similar to those in this Agreement. Recipient shall be responsible for any breach of this Agreement by its employees or other representatives.
- c. Recipient will treat, safeguard and protect from misuse all Confidential Information with the same degree of care as it accords its own private, sensitive and Confidential Information, but in no case less than reasonable care.
- d. Any disclosure of any portion of Confidential Information by Recipient either (i) in response to a valid order by a court or other governmental body of competent jurisdiction, or (ii) otherwise required by law as advised by Recipient's legal counsel, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that (1) to the extent legally permissible and reasonably possible, Recipient shall provide prompt prior written notice thereof to Discloser to enable Discloser (at its sole expense) to seek a protective order or otherwise prevent such disclosure, and (2) any disclosure of Confidential Information by Recipient pursuant to this Section 2.d. shall be solely to the extent of such disclosure (and solely with respect to that portion of Confidential Information) as is legally required to be disclosed.

3. No Right or Claim to Confidential Information by Company.

The term "**Intellectual Property Rights**" means any intellectual property rights which may exist or be created under the laws of any country or other jurisdiction anywhere in the world, whether arising under statutory or common law or otherwise, and whether or not perfected, including, without limitation, all (i) patents and patent applications whether owned or licensed; (ii) industrial property rights; (iii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, and mask work registrations; (iv) *sui generis* database rights, moral rights, or rights of publicity; (v) rights relating to the protection of trade secrets or other confidential information; (vi) rights of privacy or publicity; (vii) rights associated with trademark, service mark, trade dress, or trade name, including any common law rights and any state or federal trademark or service mark applications or registrations; (viii) divisionals, continuations, renewals, reissues and extensions of any of the foregoing whether in whole or in part

(as and to the extent applicable) now existing, hereafter filed, issued or acquired; and (ix) any right analogous to those set forth above in this definition; and (x) any other proprietary rights relating to intangible property.

All right, title and interest in and to the Discloser's Confidential Information shall be and remain vested in the Discloser Party. No license to a Party under any Intellectual Property Rights is either granted or implied by the disclosure of Confidential Information to such Party unless expressly granted under this Agreement.

4. No Warranty in Confidential Information.

Neither Party has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of any or all of its Confidential Information or otherwise. Only those representations and warranties that may be made in a definitive written agreement between the Parties, when, as, and if executed and delivered by the Parties, and subject to such limitations and restrictions as may be specified therein, will be binding on such Parties or have any legal effect. Each Party agrees that if it determines to enter into a definitive written agreement with or engage in any transaction with the other Party, such determination will be based solely on the terms and conditions of such written agreement or transaction and on its own investigation, analysis, and assessment.

5. Survival of Obligations.

Recipient's obligations of confidentiality and use with respect to Confidential Information disclosed or made available or accessible by Discloser under or pursuant to this Agreement will extend for (2) two years from the date of each separate disclosure, except that Confidential Information relating to formulae, ingredients, trade secrets or manufacturing and process know-how will not expire unless it is subject to one or more of the exceptions listed in Clause 1.b. above.

II. USE OF LICENSED COMPOUND

1. Use of Licensed Compound.

- a. **"Licensed Technology"** means (i) the trademarks owned, or licensed by Okeanos, presently or in the future, which are used in connection with the Licensed Compounds and Licensed Products. Licensed Technology specifically includes MADE FROM STONE™ and OKEANOS™ and associated design marks and, if applicable, trade dress; (ii) any and all technical information, trade secrets, formulas, prototypes, specifications, directions, instructions, test protocols, procedures, results, studies, analyses, raw material sources, data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, software, documentation, data, programs, and other knowledge, information, skills, and materials owned or controlled by Okeanos pertaining to the patents and patent applications which are listed at www.madefromstone.com/patents, and useful in the manufacture, sale, or use of the Licensed Compounds and Licensed Products; (iii) the patents and patent applications owned, or licensed, by Okeanos, presently, or in the future, which are listed at www.madefromstone.com/patents
- b. This Agreement authorizes Company to make, use, offer to sell, and sell Licensed Products in the Territory, using Licensed Compound and Licensed Technology.

- c. Company acknowledges that it is receiving compound, masterbatch, or similar, which has been manufactured according to Okeanos' specifications ("Licensed Compound") for the purposes of manufacturing items, units, products, or similar ("Licensed Product"). Company acknowledges that all Licensed Technology is Confidential Information pursuant to Section 1 of this Agreement.
- d. Company further acknowledges that Licensed Technology is utilized in the manufacture of Licensed Compound for the purposes of manufacturing Licensed Products, for which Okeanos has received a Licensing fee. All rights, titles, and interests in Licensed Technology are hereby reserved by Okeanos.
- e. Company shall not "have made" any Licensed Products from designs owned by any unlicensed third party solely for resale to or on behalf of such third party.

2. The Parties' Intellectual Property

- a. Company's trade secrets and know-how shall remain the exclusive intellectual property of Company and shall otherwise be unaffected by this agreement. Similarly, Okeanos' trade secrets, know-how, patents, and trademarks shall remain the exclusive intellectual property of Okeanos. Each party shall bear its own reasonable expenses in fulfillment of this portion of this Agreement.
- b. Company must obtain the approval of Okeanos for any product development that changes the performance, design, character, or appearance of a Licensed Compound or Licensed Product ("Product Development"). Any approval by Okeanos is binding and any Formulation thereafter must be resubmitted by Company to Okeanos for approval. Okeanos shall own any new product, trade secret, know-how, or intellectual property resulting from any Formulation. Company must not reproduce, use, or permit the use of any of the formulations, specifications, or standards without the prior approval of Okeanos.

3. Use of Okeanos Trademarks

- a. Company may make accurate statements regarding their commercial relationship with Okeanos under this Agreement, including the fact that Company's products are made with Licensed Compound.
- b. This Agreement does not give Company the right to make use of Okeanos' trademarks, logos, or trade names ("Licensed Trademarks"). Should company desire to make use of Licensed Trademarks, particularly Made From Stone™, Company must follow the procedure on Okeanos' Co-branding Procedure at www.madefromstone.com/cobranding-procedure/.

4. Challenges to Licensed Technology.

Unless required by law, neither Licensee nor any of its affiliates shall institute or actively participate as an adverse party in, or otherwise provide material support to, any legal action or administrative proceeding in the Territory to invalidate or limit the scope of any Licensed Technology or obtain a ruling that any Licensed Technology is unenforceable or not patentable or that any Licensed Technology does not infringe one or more claims of any Licensed Technology ("Licensed Technology Challenge").

III. MISCELLANEOUS

5. Termination.

Upon the earlier of termination of this Agreement or discussions between the Parties, or otherwise upon written request by Discloser, Recipient will promptly return all Confidential Information or certify that all Confidential Information has been destroyed, including without limitation all Materials. Recipient may retain one archival copy for record keeping purposes if required by law, regulation or policy (provided that such archival copy shall be stored in a manner that prevents unauthorized access to or use of Confidential Information). Within five (5) business days after termination or expiration of this Agreement, Company shall immediately cease all activities concerning, including all practice and use of the Licensed Technology.

6. Injunctive Relief.

Each Party acknowledges that any disclosure, misuse or misappropriation of any Confidential Information of the other Party in violation of this Agreement may cause the other Party irreparable harm, the amount of which may be difficult to ascertain. Each Party will have the right to apply to a court of competent jurisdiction for an order immediately and permanently enjoining and/or restraining any threatened or further disclosure, misuse or misappropriation of Confidential Information, or seeking specific performance of the terms and conditions of this Agreement, along with any other relief available at law or in equity.

7. No Obligation to Do Business; Disclaimer of Other Relationships; Other Activities.

Unless otherwise provided, nothing in this Agreement obligates either Party to purchase or provide any goods or services from or to the other Party or to enter into any further relationship or agreement, whether in connection with the Purpose or otherwise. This Agreement does not create a relationship of agency, partnership, joint venture, or license between the Parties. Each Party acknowledges that the other Party may currently or in the future develop or be developing information internally, or may receive or be receiving information from other parties, that is similar to that Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation, warranty, covenant or agreement that either Party will refrain from developing or authorizing another person or party to develop any products, concepts, systems or techniques that are similar to those contemplated in any discussions between the Parties, or disclosed or embodied in a Party's Confidential Information, provided that Recipient does not violate any of its express obligations under this Agreement.

8. Term of Agreement.

Subject to Section 3 above, this Agreement will terminate ten (10) years from the last date of signature below. The obligations under this Agreement will be effective retroactively to the date any Confidential Information was first furnished or made available to Recipient, up to one (1) year prior to the Effective Date. This Agreement shall automatically terminate in the event that the Parties enter into a subsequent written agreement, as anticipated by the Purpose, provided that said subsequent written agreement provides for the protection and non-disclosure of confidential information. The obligations of confidentiality, non-disclosure and non-use under said subsequent written agreement will not be affected by the termination of this Agreement.

9. Notices.

All notices or other communications which are required, or which may be given, pursuant to this Agreement shall be transmitted by email only.

If to Okeanos, to: legal@madefromstone.com, with a copy to coop@madefromstone.com.

If to Company, to: _____.

10. Governing Law.

This Agreement, and the rights and obligations of the Parties and all disputes and actions arising in whole or in part under or in connection herewith, shall be governed by and construed and enforced in accordance with the laws of the State of Florida (in the United States of America), without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to be applicable. Any action, suit, or other proceeding arising out of or related to this Agreement, shall be resolved by binding arbitration before a single arbitrator in Miami-Dade, Florida with the Parties initially bearing the costs of institution of such an action equally and the prevailing party being entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party. Accordingly, each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

11. Severability.

The Parties intend that this Agreement be enforced as written. If any of the terms of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining terms shall continue in full force and effect.

12. General.

This Agreement may be executed in counterparts and all counterparts taken together shall constitute one and the same instrument and agreement. Transmission by telecopy, facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement (including a PDF of such counterpart) shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior understandings, representations, warranties, promises, assurances and agreements between the Parties concerning the subject matter of this Agreement. Separate agreements that have been executed between the Parties or any of their Related Entities prior to this Agreement and that address particular subject matter (not the subject matter of this Agreement) are not superseded or rescinded by this Agreement, unless expressly agreed to in writing by the relevant parties to such agreements. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement, or any partial exercise thereof, shall operate as a waiver of any such right, power, or privilege. This Agreement may not be amended or supplemented except in a writing signed by both Parties. Company may not assign this Agreement (and may not assign any rights or delegate any obligations hereunder) without the prior written consent of Okeanos in its discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Section and subsection headings included herein are for convenience of reference purposes only and do not affect the meaning or interpretation of this Agreement (or any term or provision hereof).

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly authorized representatives, effective as of the day and year first above written.

OKEANOS GROUP, LLC

COMPANY

Name: Florencio Cuétara
Title: CEO
Date: _____
Email: fcuetara3@madefromstone.com

Name: _____
Title: _____
Date: _____
Email: _____

REVIEW ONLY - DO NOT SIGN