

## UNILATERAL NON-DISCLOSURE AGREEMENT

THIS UNILATERAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into and effective as of \_\_\_\_\_, 2018 (the "Effective Date"), between Brownie's Marine Group, inc. a Florida corporation (the "Company") and \_\_\_\_\_, a [corporation/individual] (the "Recipient").

**1. Confidential Information.** "Confidential Information" means all confidential and/or proprietary information disclosed or made available by the Company to Recipient, including but not limited to, (a) business plans, financial reports, financial data, employee data, customer lists, forecasts, strategies, and all other business information; (b) software or firmware code, product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent applications, manufacturing or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes; and (c) any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity. Confidential Information may be that of the Company or of third parties to whom the Company has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by Recipient that are based on or contain any of such information, as well as the existence and progress of the Purpose (described in Section 4 below).

**2. Identification of Confidential Information.** Information will be considered to be Confidential Information and protected under this Agreement if it is identified as "confidential" or "proprietary" at the time of disclosure or if the information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure.

**3. Protection of Confidential Information.** Recipient acknowledges that the Company claims that its Confidential Information is a valuable and unique asset and agrees to the following:

(a) For a period of seven years from first disclosure of or access to Confidential Information, Recipient:

(i) will not disclose the Confidential Information to any third party;

(ii) will not disclose the Confidential Information to its employees unless the employees have a need to know the Confidential Information for the Purpose; and

(iii) will use the Confidential Information only for the Purpose and will not use it for any third party's benefit Recipient will use the same degree of care to protect the

Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care.

(b) Recipient's obligations under this Agreement with respect to particular information do not apply to the extent that:

(i) the Company authorizes Recipient in writing to disclose such information;

(ii) Recipient knows such information at the time of disclosure by the Company, free of any obligation to keep it confidential, as evidenced by written records;

(iii) such information is or becomes generally known in the relevant industry without fault of Recipient;

(iv) Recipient independently develops such information without access to or use of the Confidential Information, as evidenced by written records; or

(v) Recipient rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations.

However, even if certain information is already known, the Company's use of it (including the fact of the Company's use and the manner and results of use) may not be and thus would be considered to be Confidential Information. Confidential Information disclosed hereunder shall not be deemed to be within the foregoing exceptions merely because such Confidential Information is embraced by more general knowledge in the public domain or in Recipient's possession. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in Recipient's possession, unless the combination itself and its principles of operations are in the public domain or in Recipient's possession.

(c) If Recipient is subject to judicial or governmental proceedings requiring disclosure of Confidential Information, then, prior to any such disclosure, Recipient will provide the Company with reasonable prior notice and will obtain, or provide the Company with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information.

**4. Purpose.** Recipient may only use the Confidential Information of the Company for the limited purpose of evaluating \_\_\_\_\_ (the "Purpose").

**5. Return of Confidential Information.** All Confidential Information furnished under this Agreement remains the property of the Company and will be returned to it or destroyed at its request. Within 30 days of receiving such a request from the Company,

Recipient will comply with the request and provide a written certification, signed by an officer, of its compliance.

**6. Regulation FD.** Recipient acknowledges that the Company is subject to the reporting requirements of the Securities and Exchange Commission and its common stock is quoted on the OTC Markets. Recipient agrees not to use any Confidential Information to purchase, sell, make any short sale of, loan, grant any option for the purchase of, or otherwise transfer or dispose of the Company's common stock (or other securities, warrants, or other forms of convertible securities outstanding or other rights to acquire such securities). Recipient acknowledges that:

(i) a purpose of this Agreement relating to confidentiality is so that the Company will be in compliance with Regulation FD promulgated by the Securities and Exchange Commission, and other applicable securities laws, and

(ii) if the Recipient does not comply with the provisions of this Agreement, the Company may be deemed by such action to be in violation of such laws and regulations, which could have a material, negative impact on the Company.

**7. No Inducement or Commitment.** The Company will determine in its sole discretion the information to be disclosed to Recipient. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute separate written agreement(s).

**8. Term & Termination.** This Agreement will be effective from the Effective Date and will continue until written notice of termination is provided by either party to the other. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive.

**9. Assignment & Binding Effect.** Recipient may not assign this Agreement without the Company's prior written consent, except in connection with a transfer of all or substantially all of the business or assets of Recipient. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns.

**10. Jurisdiction & Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, exclusive of its choice of law principles. The state and federal courts located in Broward County, Florida have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement. Each party consents to the personal jurisdiction and venue of these courts.

**11. Severability.** If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid,

void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**12. Injunctive Relief.** Notwithstanding any other term of this Agreement, it is expressly agreed that a breach of this Agreement will cause irreparable harm to the Company and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the Company will be entitled to any available injunctive and/or other equitable remedies in the event of any threatened or actual violation of any of the provisions of this Agreement.

**13. Attorneys Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

**14. Notices.** Any notice and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) at the time personally delivered; (b) the next business day of a receipt of deposit with a nationally established overnight delivery firm such as Federal Express; (c) three calendar days after mailed by certified mail, return receipt requested; or (d) at the time transmitted by email or facsimile to the address below, or to any other address that such Party may have subsequently communicated to the other Party by a notice given in accordance with the provisions of this Section:

If to the Company:

Brownie's Marine Group

Email:

Attention:

If to Recipient:

Email:

Attention:

**15. Counterparts; Facsimile/PDF Signatures.** This Agreement may be executed in two or more counterparts, and by facsimile signatures or portable document format (.pdf or similar format), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**16. Entire Agreement.** This Agreement is the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except by a writing that both parties sign. A party's failure to require performance will not affect the party's right to require such performance at any later time. If any part of this Agreement is unenforceable, the rest will remain in effect. IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed individually or by its respective duly authorized officer as of the date first written above.

Brownie's Marine Group, inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
[RECIPIENT]