

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of June 15, 2025 (the "Effective Date"), by and between:

TechInnovate Labs, Inc., a Delaware corporation, with its principal place of business at 1234 Innovation Way, San Francisco, CA 94105 ("Company A")

and

GreenGrow Solutions, LLC, a California limited liability company, with its principal place of business at 567 Sustainable Drive, Oakland, CA 94612 ("Company B").

Company A and Company B are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to explore a potential business relationship relating to the development of sustainable technology solutions (the "Purpose");

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information; and

WHEREAS, the Parties wish to establish terms governing the use and protection of such information.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means any and all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), in any form or medium, whether oral, written, graphic or electronic, including but not limited to:

(a) Technical information, including patent and patent applications, trade secrets, know-how, research, product plans, products, services, suppliers, customer lists and customers, inventions, processes, designs, drawings, engineering, hardware configuration, and software;

(b) Business information, including markets, marketing, finances, pricing, business plans, and business opportunities;

(c) The specific terms and conditions of this Agreement;

(d) The following specific types of confidential information:

- Company A's proprietary machine learning algorithms for energy optimization
- Company B's sustainable materials sourcing network and processes
- Joint development plans for the integrated clean tech platform
- Customer data and usage patterns
- Preliminary research findings from the pilot project in Sacramento, CA

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations and restrictions set forth herein shall not apply to any information that:

(a) is or becomes generally known to the public through no fault of or breach of this Agreement by the Receiving Party;

(b) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality;

(c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;

(d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure; or

(e) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party shall provide reasonable advance notice to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall:

(a) hold and maintain the Disclosing Party's Confidential Information in strict confidence;

(b) use the Confidential Information solely for the Purpose and not for any other purpose;

(c) not disclose, distribute, or disseminate Confidential Information to any person other than those employees, agents, or contractors of the Receiving Party who have a need to know such Confidential Information for the Purpose, and who are bound by written obligations of confidentiality and non-use at least as restrictive as those set forth herein;

(d) not copy or reproduce any Confidential Information except as necessary for the Purpose;

(e) promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized use or disclosure; and

(f) protect Confidential Information using at least the same degree of care the Receiving Party uses to protect its own confidential information of a similar nature, but in no case less than reasonable care.

4. TERM AND TERMINATION

(a) This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years.

(b) The confidentiality obligations set forth herein shall survive any termination or expiration of this Agreement and shall continue for a period of five (5) years from the date of disclosure of the Confidential Information, except for trade secrets, which shall be maintained as confidential for as long as such information remains a trade secret under applicable law.

(c) Upon termination of this Agreement or at the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies of Confidential Information in the Receiving Party's possession or control, and provide written certification of such return or destruction.

5. NO RIGHTS OR LICENSES

(a) No rights or licenses, express or implied, are granted by either Party to the other under any patents, copyrights, trademarks, or other intellectual property rights as a result of this Agreement or disclosure of Confidential Information hereunder.

(b) The Disclosing Party represents and warrants that it has the right to disclose its Confidential Information to the Receiving Party. No other warranties are made by either Party under this Agreement.

6. NO OBLIGATION

Nothing in this Agreement shall obligate either Party to proceed with any transaction or relationship between them, and each Party reserves the right, in its sole discretion, to terminate discussions concerning the Purpose.

7. REMEDIES

Each Party acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement and that the non-breaching Party shall be entitled to seek injunctive or other equitable relief to prevent or remedy any breach or threatened breach of this Agreement. Such remedy shall not

be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

8. GENERAL PROVISIONS

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision.

(b) **Jurisdiction.** Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City and County of San Francisco, and each Party irrevocably submits to the exclusive jurisdiction of such courts.

(c) **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment in violation of this provision shall be null and void.

(d) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.

(e) **Amendments.** This Agreement may not be amended or modified except by a written instrument signed by both Parties.

(f) **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the Parties.

(g) **No Waiver.** The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

(h) **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by courier, registered mail, or email to the addresses specified below or to such other address as either Party may specify in writing.

To Company A:

TechInnovate Labs, Inc.

1234 Innovation Way

San Francisco, CA 94105

Attention: Sarah Johnson, CEO

Email: sjohnson@techinnovatelabs.com

To Company B:

GreenGrow Solutions, LLC

567 Sustainable Drive
Oakland, CA 94612
Attention: Michael Chen, CTO
Email: mchen@greengrewsolutions.com

(i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

COMPANY A: TechInnovate Labs, Inc.

By: *Sarah Johnson*_____

Name: Sarah Johnson

Title: Chief Executive Officer

Date: June 15, 2025

COMPANY B: GreenGrow Solutions, LLC

By: *Michael Chen*_____

Name: Michael Chen

Title: Chief Technology Officer

Date: June 15, 2025

EXHIBIT A: SPECIFIC CONFIDENTIAL INFORMATION DISCLOSURE

This Exhibit outlines specific confidential information that may be shared between the Parties during the course of collaboration on the sustainable technology solutions project:

1. From TechInnovate Labs, Inc. to GreenGrow Solutions, LLC:

- AI-based energy optimization algorithms (v2.5.7)
- Proprietary process for semiconductor efficiency in solar applications
- Client data from beta testing in San Diego market (anonymized)
- Project roadmap for Q3-Q4 2025
- Research findings from Partnership with Stanford University Energy Lab

2. From GreenGrow Solutions, LLC to TechInnovate Labs, Inc.:

- Sustainable materials sourcing network details in APAC region

- Proprietary vertical farming microclimate technology
- Carbon credit calculation methodology and current metrics
- Investor pitch deck for Series B funding
- Regulatory compliance documentation from EU operations

Both Parties acknowledge that the above information is considered highly sensitive and will be treated with the utmost confidentiality in accordance with the terms of the Agreement.

ACKNOWLEDGED AND AGREED:

COMPANY A: TechInnovate Labs, Inc.

By: *Sarah Johnson*_____

Date: June 15, 2025

COMPANY B: GreenGrow Solutions, LLC

By: *Michael Chen*_____

Date: June 15, 2025