

Non-Disclosure Agreement (NDA)

Effective Date: September 13, 2025

This Non-Disclosure Agreement (the "Agreement") is entered into by and between:

Party A: InnovateCorp Solutions, Inc. 123 Tech Avenue Innovation City, State of Progress, 12345 (hereinafter the "Disclosing Party")

AND

Party B: Synergy Dynamics LLC 456 Business Boulevard Commerce Town, Republic of Enterprise, 67890 (hereinafter the "Receiving Party")

(Collectively referred to as the "Parties")

1. Purpose

The Parties intend to engage in discussions concerning a potential business relationship, including but not limited to collaboration on a new software project (the "Purpose"). In connection with this Purpose, the Disclosing Party may disclose certain proprietary and confidential information to the Receiving Party.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all non-public information, whether disclosed orally, in writing, or by any other means. Such information includes, but is not limited to, business plans, financial data, customer lists, marketing strategies, trade secrets, product designs, software code, algorithms, and any other proprietary information that is designated as confidential or that the Receiving Party should reasonably understand to be confidential.

3. Obligations of the Receiving Party

The Receiving Party shall: (a) Hold the Confidential Information in strict confidence and take all reasonable precautions to protect such information, exercising at least the same degree of care as it uses to protect its own confidential information of a similar nature. (b) Use the Confidential Information solely for the Purpose as defined in Section 1 and for no other purpose whatsoever. (c) Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

4. Term

This Agreement shall remain in effect for a period of two (2) years from the Effective Date. The obligations of the Receiving Party to maintain the confidentiality of the Confidential Information shall survive the termination of this Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Calisota, without regard to its conflict of law principles.

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

FOR INNOVATECORP SOLUTIONS, INC.:

_____ **Signature**

Printed Name: _____

Title: _____

Date: _____

FOR SYNERGY DYNAMICS LLC:

_____ **Signature**

Printed Name: _____

Title: _____

Date: _____