

NON-DISCLOSURE AGREEMENT

****EFFECTIVE DATE:**** June 15, 2025

****BETWEEN:****

****HORIZON TECHNOLOGIES, INC. **** ("Disclosing Party")

A company organized and existing under the laws of California

Having its registered office at: 1234 Innovation Drive, Suite 500, San Francisco, CA 94105

****AND****

****SUMMIT VENTURES, LLC**** ("Receiving Party")

A company organized and existing under the laws of Delaware

Having its registered office at: 875 Market Street, Floor 12, New York, NY 10017

****WHEREAS:****

- The Disclosing Party possesses certain confidential and proprietary information relating to its business, products, services, technology, research, development, or other proprietary rights.
- The Receiving Party may receive access to such confidential information for the purpose of evaluating a potential business partnership and technology integration (the "Purpose").
- The parties desire to establish terms governing the disclosure, use, and protection of such confidential information.

****NOW, THEREFORE****, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, electronically, or by inspection of tangible items, which is designated as "Confidential," "Proprietary," or some similar designation, or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to:

- a) Trade secrets, business plans, financial information, customer lists, marketing strategies, product development plans, technical specifications, source code, and other proprietary business information;
- b) Any analyses, compilations, studies, or other documents prepared by the Receiving Party that contain or otherwise reflect such information;
- c) The existence and terms of this Agreement and the fact that discussions are taking place between the parties.

Confidential Information shall not include information that:

- Was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- Is or becomes publicly available through no fault of the Receiving Party;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- Is received by the Receiving Party from a third party without restriction and without breach of any obligation of confidentiality.

2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees:

- a) To hold the Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information;
- b) Not to disclose any Confidential Information to any person or entity other than employees, agents, or advisors who (i) need to know such information for the Purpose, (ii) are informed of its confidential nature, and (iii) are bound by confidentiality obligations no less protective than those in this Agreement;
- c) Not to use any Confidential Information for any purpose other than the Purpose without the Disclosing Party's prior written consent;
- d) To immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

3. TERM AND TERMINATION

- a) This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years, unless terminated earlier by mutual written agreement.
- b) The confidentiality obligations under this Agreement shall survive for a period of five (5) years following the termination or expiration of this Agreement.
- c) Upon written request of the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, notes, or derivatives thereof, and certify in writing that such return or destruction has been completed.

4. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party may seek injunctive relief and any other available remedies at law or in equity in the event of a breach or threatened breach of this Agreement.

5. NO LICENSE OR WARRANTY

a) Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

b) ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION.

6. GENERAL PROVISIONS

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

b) **Jurisdiction.** Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of San Francisco County, California.

c) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

d) **Amendment.** This Agreement may be amended or modified only by a written instrument signed by both parties.

e) **No Assignment.** Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

f) **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

g) **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 Non-Disclosure Agreement as of the Effective Date.

DISCLOSING PARTY:

HORIZON TECHNOLOGIES, INC.

By: _____
Name: Michael J. Robertson
Title: Chief Executive Officer
Date: June 15, 2025

****RECEIVING PARTY:****
SUMMIT VENTURES, LLC

By: _____
Name: Sarah A. Daniels
Title: Managing Partner
Date: June 15, 2025