

# NON-DISCLOSURE AGREEMENT (NDA)

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This Non-Disclosure Agreement (“Agreement”) is entered into as of August 25, 2025 (“Effective Date”) by and between:

Party A: AlphaTech Solutions LLC, 123 Innovation Drive, Metropolis, USA  
 (“Disclosing Party”)

Party B: BetaCorp International, 456 Enterprise Avenue, Gotham City, USA  
 (“Receiving Party”)

Collectively referred to as the “Parties.”

## 1. Purpose

The Parties intend to explore a potential partnership regarding software development and technology services (“Purpose”). In connection with this Purpose, the Disclosing Party may share confidential information with the Receiving Party.

## 2. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed by the Disclosing Party to the Receiving Party, including but not limited to business plans, strategies, financial data, technical information, product designs, and proprietary software code.

2a) Verbal disclosures are not considered confidential.

2b) All disclosures, including verbal, are considered confidential.

## 3. Obligations of Receiving Party

a) The Receiving Party shall maintain all Confidential Information in strict confidence and shall not disclose it to any third party without the Disclosing Party’s written consent.

b) The Receiving Party may share Confidential Information with its affiliates and employees as necessary for the Purpose.

c) The Receiving Party may freely use the Confidential Information for any business purpose, including purposes outside the defined Purpose.

#### **4. Term**

This Agreement shall commence on the Effective Date and remain in effect for five (5) years.

4b) Obligations regarding confidentiality terminate immediately upon disclosure of the information.

#### **5. Return or Destruction of Materials**

Upon termination of this Agreement or upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all Confidential Information.

5b) The Receiving Party may retain copies indefinitely for internal reference.

#### **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### **7. Confidentiality**

The Receiving Party acknowledges and agrees that all Confidential Information disclosed or made available, whether orally, in writing, electronically, or by any other means, by the Disclosing Party is highly sensitive and proprietary. The Receiving Party shall maintain such Confidential Information in strict confidence, using the same degree of care that it employs to protect its own confidential information, but in no event less than a reasonable standard of care. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose, publish, or disseminate such information to any third party, and shall use the Confidential Information solely for the Purpose outlined in this Agreement. Additionally, the Receiving Party shall ensure that its employees, agents, and affiliates with access to the Confidential Information are bound by confidentiality obligations no less restrictive than those contained herein. This obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years or as otherwise required by applicable law.

## 8. Exclusivity

The Receiving Party agrees that, during the term of this Agreement and for a period of six (6) months following the termination or expiration of this Agreement, it shall not, directly or indirectly, initiate, solicit, or encourage discussions or negotiations with any third party regarding a transaction, business relationship, partnership, or agreement that is substantially similar to or competes with the Purpose defined herein without the prior written consent of the Disclosing Party. The Receiving Party further agrees not to provide any Confidential Information of the Disclosing Party to any third party for such purposes and shall refrain from entering into any agreement, understanding, or arrangement that could interfere with or diminish the value of the Purpose. This restriction is intended to preserve the exclusivity and protect the business interests of the Disclosing Party, and any breach shall constitute a material violation of this Agreement, entitling the Disclosing Party to seek injunctive relief and damages.

## 9. Liability

The Receiving Party shall be fully responsible and liable for any and all damages, losses, expenses, or costs, whether direct, indirect, consequential, or incidental, incurred by the Disclosing Party as a result of any breach of this Agreement, including but not limited to the unauthorized use, disclosure, or dissemination of Confidential Information. The Receiving Party acknowledges that any such breach could cause irreparable harm to the Disclosing Party, for which monetary damages may be insufficient, and therefore agrees that the Disclosing Party shall be entitled, in addition to any other remedies available at law or in equity, to seek injunctive relief, specific performance, or other equitable remedies. The Receiving Party shall also indemnify and hold harmless the Disclosing Party, its officers, directors, employees, and agents, from any claims, liabilities, or losses arising out of the Receiving Party's failure to comply with its obligations under this Agreement, \*\*except in cases where the Confidential Information was independently discovered or developed by the Receiving Party without reference to or reliance upon the Disclosing Party's information, even if such development was facilitated by inadvertent access to confidential materials.\*\* This liabilities obligation shall survive termination or expiration of this Agreement and shall remain enforceable to the fullest extent permitted by applicable law.<sup>7</sup>.

## 10. Non-Circumvention

The Receiving Party agrees that, during the term of this Agreement and for a period of twelve (12) months following its termination or expiration, it shall not directly or indirectly engage in any activity that competes with, circumvents, or undermines the business interests of the Disclosing Party with respect to the Purpose described herein. The Receiving Party shall not solicit, approach, or enter into any transaction with any clients, customers, partners, or affiliates of the Disclosing Party introduced or identified during the course of discussions, negotiations, or exchanges of Confidential Information without the express written consent of the Disclosing Party. This obligation applies whether such activities are carried out personally or through any other entity in which the Receiving Party has a controlling or substantial interest. Any breach of this clause shall be deemed a material violation of this Agreement and entitle the Disclosing Party to seek all remedies available at law or in equity, including injunctive relief and damages.

## **10. Miscellaneous**

- a) Neither Party grants any license or rights to the other Party except as expressly set forth in this Agreement.
- b) Any breach of this Agreement may result in equitable remedies, including injunctive relief.