

CONFIDENTIALITY AGREEMENT

****Agreement Date**:** January 20, 2026

This Confidentiality Agreement ("Agreement") is made between:

****Party A**:** TechStart Solutions LLC ("Disclosing Party")

****Party B**:** Innovation Partners Corp ("Receiving Party")

Collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties wish to explore a potential business relationship and in connection therewith, Disclosing Party may disclose certain confidential information to Receiving Party.

1. CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public, proprietary information disclosed by the Disclosing Party, including technical data, trade secrets, business information, and any other information designated as confidential.

2. TERM OF CONFIDENTIALITY

****2.1 Initial Term**:** This Agreement shall be effective for a period of TEN (10) YEARS from the Effective Date.

****2.2 Survival**:** All confidentiality obligations shall survive the termination or expiration of this Agreement for an additional period of FIVE (5) YEARS.

****2.3 Total Obligation Period**:** The Receiving Party's obligation to maintain confidentiality shall therefore extend for a total of FIFTEEN (15) YEARS from the Effective Date.

3. OBLIGATIONS

The Receiving Party agrees to:

(a) Maintain the confidentiality of all Confidential Information for the full 15-year period specified above.

(b) Use the Confidential Information solely for evaluating the potential business relationship.

(c) Limit disclosure to employees who have a need to know.

(d) Not reverse engineer any products or samples provided.

4. EXCEPTIONS

Confidential Information does not include information that:

- (a) Was publicly known at the time of disclosure
- (b) Becomes publicly known through no fault of Receiving Party
- (c) Was rightfully in Receiving Party's possession prior to disclosure
- (d) Is independently developed without use of Confidential Information

5. RETURN OF INFORMATION

Upon termination of this Agreement or upon request, Receiving Party shall return or destroy all Confidential Information, except that Receiving Party may retain one archival copy solely for legal compliance purposes for the full 15-year confidentiality period.

6. NO LICENSE

Nothing in this Agreement grants any license to any patent, copyright, trademark, or other intellectual property right.

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding confidentiality.

****DISCLOSING PARTY**:** TechStart Solutions LLC

By: _____
Name: _____
Title: _____
Date: _____

****RECEIVING PARTY**:** Innovation Partners Corp

By: _____
Name: _____

Title: _____
Date: _____