

NON-DISCLOSURE AGREEMENT

****Effective Date**:** January 20, 2026

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

****Disclosing Party**:** MegaCorp Industries, Inc., a Delaware corporation ("Discloser")

****Receiving Party**:** _____ ("Recipient")

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means ANY and ALL information, in any form whatsoever, disclosed by Discloser to Recipient, whether marked confidential or not, including but not limited to:

- All business information, trade secrets, and proprietary data
- All technical information, specifications, and know-how
- All financial information, projections, and business plans
- All customer and supplier information
- All marketing strategies and pricing information
- Any information that Discloser deems confidential in its sole discretion

2. OBLIGATIONS OF RECIPIENT

The Recipient agrees to:

- (a) Hold ALL Confidential Information in the strictest confidence FOREVER, with no time limitation whatsoever.
- (b) Not disclose ANY Confidential Information to ANY third party under ANY circumstances without Discloser's prior written consent, which may be withheld for any reason or no reason.
- (c) Not use ANY Confidential Information for ANY purpose other than evaluating a potential business relationship with Discloser.
- (d) Return or destroy ALL Confidential Information immediately upon Discloser's request, with no right to retain any copies for any purpose.
- (e) Provide written certification of destruction within 24 hours of any such request.

3. NO EXCEPTIONS OR CARVE-OUTS

There are NO exceptions to the confidentiality obligations herein.

Recipient may NOT disclose Confidential Information even if:

- Recipient independently developed similar information
- The information becomes publicly available through no fault of Recipient
- Disclosure is required by law or court order
- The information was already known to Recipient prior to disclosure

4. NO OBLIGATIONS OF DISCLOSER

Discloser has NO obligations whatsoever under this Agreement.
Discloser:

- Makes no representations about the accuracy of any information
- Has no obligation to disclose any information
- Has no obligation to update any information provided
- Has no obligation to enter into any business relationship

5. UNLIMITED LIABILITY

Recipient shall be liable for ANY and ALL damages, direct, indirect, consequential, punitive, and exemplary, arising from ANY breach or alleged breach of this Agreement, with NO limitation whatsoever. Recipient agrees that the potential damages are impossible to calculate and therefore agrees to pay liquidated damages of \$10,000,000 (TEN MILLION DOLLARS) for any breach.

6. INDEMNIFICATION

Recipient shall indemnify, defend, and hold harmless Discloser and its officers, directors, employees, agents, successors, and assigns from and against ANY and ALL claims, damages, losses, costs, and expenses (including attorneys' fees) arising from or related to:

- Any breach of this Agreement by Recipient
- Any use or disclosure of Confidential Information by Recipient
- Any claim by any third party related to Recipient's actions

7. INJUNCTIVE RELIEF

Recipient acknowledges that any breach of this Agreement will cause IRREPARABLE HARM to Discloser, and Discloser shall be entitled to immediate injunctive relief WITHOUT posting any bond and WITHOUT proving actual damages.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Delaware. Recipient IRREVOCABLY submits to the exclusive jurisdiction of the courts of Delaware and WAIVES any objection to venue or inconvenient

forum.

9. TERM

This Agreement and ALL obligations herein shall remain in effect IN PERPETUITY. There is no termination provision.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Discloser may amend this Agreement at any time by providing written notice to Recipient, and Recipient's continued possession of any Confidential Information constitutes acceptance of any such amendments.

****DISCLOSER**:** MegaCorp Industries, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

****RECIPIENT**:**

Signature: _____

Name: _____

Title: _____

Date: _____