

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of January 1, 2025 ("Effective Date"), by and between:

Disclosing Party: TechCorp Industries, Inc. A Delaware corporation with its principal place of business at 123 Innovation Drive, San Francisco, CA 94105

Receiving Party: [Your Company Name] [Your Company Address]

1. PURPOSE

The parties wish to explore a business opportunity of mutual interest regarding potential collaboration in software development services ("Purpose"), and in connection with this Purpose, the Disclosing Party may disclose to the Receiving Party certain confidential technical and business information that the Disclosing Party desires the Receiving Party to treat as confidential.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all information or data that has or could have commercial value or utility in the business in which Disclosing Party is engaged. This includes, but is not limited to:

- Technical data, trade secrets, know-how
- Research, product plans, products, services
- Customers, customer lists, markets
- Software, developments, inventions, processes
- Formulas, technology, designs, drawings
- Engineering, hardware configuration information

- Marketing, finances, or other business information

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

- a) Hold and maintain the Confidential Information in strict confidence
- b) Not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of Confidential Information
- c) Not to use the Confidential Information for any purpose whatsoever other than the Purpose
- d) Limit access to Confidential Information to employees or agents having a legitimate need to know
- e) Advise such employees or agents of their obligations regarding Confidential Information

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

This Agreement does not apply to any information that:

- a) Is or becomes generally known to the public through no breach of this Agreement
- b) Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation
- c) Is rightfully known by the Receiving Party prior to disclosure
- d) Is independently developed by the Receiving Party without use of Confidential Information
- e) Is required to be disclosed by law or court order

5. TERM

The obligations of the Receiving Party under this Agreement shall survive for a period of five (5) years from the date of disclosure of the specific Confidential Information.

6. RETURN OF MATERIALS

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all documents, materials, and other tangible manifestations of Confidential Information and any copies thereof.

7. NO RIGHTS GRANTED

Nothing in this Agreement grants any rights to the Receiving Party in or to the Confidential Information except as expressly set forth herein.

8. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party and that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

9. GOVERNING LAW

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

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY: TechCorp Industries, Inc.

By: _____

Name: John Smith

Title: Chief Executive Officer

Date: January 1, 2025

RECEIVING PARTY: [Your Company Name]

By: _____

Name: [Your Name]

Title: [Your Title]

Date: _____