**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (the “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_, by and between Shatzii LLC, a Colorado-based software development company with a principal place of business at 12181 E Hampden Ave, Aurora, Colorado 80014, its managers, members, employees, contractors, beta testers, subsidiaries, and affiliates (collectively, “Shatzii”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Recipient”). Each a “Party” and collectively the “Parties.”

## 1. Purpose

The Parties intend to engage in discussions and interactions in which Shatzii may disclose certain confidential, proprietary, and/or trade secret information related to its technology, software, business operations, customer data, development pipeline, or other sensitive materials (collectively, “Confidential Information”) to evaluate a potential business relationship, strategic collaboration, or participation in software testing (including alpha/beta testing).

## 2. Definition of Confidential Information

“Confidential Information” means all non-public information, whether disclosed orally, visually, electronically or in writing, including without limitation: source code, object code, builds, test data, APIs, documentation, designs, specifications, roadmaps, customer lists, marketing strategies, feedback, and technical materials. It also includes information shared during testing environments or user research.

## 3. Permitted Use and Disclosure

Recipient agrees to use Confidential Information solely for the purposes described in this Agreement and to maintain its confidentiality using at least the same degree of care used to protect its own confidential information, and no less than reasonable care. Recipient shall not share Confidential Information with third parties without prior written consent, and shall not reverse engineer, copy, modify, or exploit it for any commercial purpose.

## 4. Beta Testing and Feedback

Participation in beta testing is voluntary. All feedback or suggestions provided by Recipient may be used by Shatzii without restriction or compensation. Beta versions are provided 'as is', and Shatzii makes no warranties of any kind. Confidentiality obligations extend to all elements of the test environment and findings.

## 5. Exclusions

Obligations under this Agreement do not apply to information that: (a) is or becomes publicly known through no fault of the Recipient; (b) is disclosed lawfully by a third party not bound by confidentiality; (c) is independently developed without use of Shatzii’s Confidential Information; or (d) is required to be disclosed under legal compulsion, provided prompt notice is given.

## 6. Ownership and No License

All Confidential Information remains the sole property of Shatzii. No license or transfer of rights is granted to Recipient under this Agreement.

## 7. Term and Return

This Agreement remains effective for five (5) years from last disclosure. Upon request, all Confidential Information must be returned or destroyed. Obligations under this Agreement survive its termination.

## 8. Remedies

Recipient acknowledges that breach may cause irreparable harm to Shatzii and agrees that Shatzii may seek injunctive relief or other equitable remedies, in addition to any legal remedies available.

## 9. Miscellaneous

(a) Entire Agreement: This is the full agreement between the Parties.  
(b) Governing Law: This Agreement is governed by the laws of the State of Colorado, USA, without regard to conflicts of law.  
(c) International Enforcement: This Agreement shall be enforceable internationally, and the Parties agree to submit to the exclusive jurisdiction of courts in Colorado and/or any court of competent jurisdiction where enforcement is sought.  
(d) Assignment: This Agreement binds and benefits successors and assigns.  
(e) Severability: If any part is found invalid, the remainder remains enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SHATZII LLC  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Alonso Barrett  
Title: Founder  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[RECIPIENT COMPANY / INDIVIDUAL]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Recipient agrees to the terms above and confirms the following by checking each applicable box:

☐ I have read and understood this Confidentiality and Non-Disclosure Agreement.

☐ I agree to be bound by all terms and conditions stated herein.

☐ I understand my obligations regarding beta testing confidentiality.

☐ I acknowledge that unauthorized disclosure or misuse may result in legal action.

By checking the boxes above and signing below, the Recipient acknowledges and agrees that this Agreement is legally binding, enforceable, and executed in accordance with applicable laws, including electronic consent statutes (such as the U.S. E-SIGN Act and international equivalents).