

NON-DISCLOSURE AGREEMENT

Effective Date: January 1, 2025

Between:

- Disclo

1. DEFINITIONS

1.1 Confidential Information

"Confidenti
electronic,
not limited

- (a) Trade secrets, inventions, patents, patent applications, copyrights, trademarks, and other intellectual property;
- (b) Business plans, strategies, financial information, projections, and forecasts;
- (c) Customer lists, vendor relationships, and pricing information;
- (d) Technical data, software code, algorithms, and specifications;
- (e) Marketing strategies, product roadmaps, and competitive analyses.

1.2 Excluded Information

Confidentia

- (a) Was publicly available at the time of disclosure;
- (b) Becomes publicly available through no fault of the Receiving Party;
- (c) Was in the Receiving Party's possession prior to disclosure;
- (d) Is independently developed by the Receiving Party without use of Confidential Information;
- (e) Is disclosed to the Receiving Party by a third party with the right to disclose such information.

2. OBLIGATIONS OF RECEIVING PARTY

2.1 Non-Disclosure

The Receiv

- (a) Hold all Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third party without prior written consent;
- (c) Use Confidential Information solely for the Purpose defined herein;
- (d) Take reasonable measures to protect Confidential Information, using at least the same degree of care used to protect its own confidential information.

2.2 Limited Disclosure

The Receiver

- (a) Employees who have a need to know;
- (b) Contractors who have signed confidentiality agreements;
- (c) Legal counsel for the purpose of obtaining legal advice.

2.3 Required Disclosure

If the Receiver
Party shall:

- (a) Provide prompt written notice to the Disclosing Party;
- (b) Cooperate with the Disclosing Party in seeking protective measures;
- (c) Disclose only the minimum required information.

3. TERM AND TERMINATION

3.1 Term

This Agreement
unless term

3.2 Termination

Either party

- (a) With thirty (30) days' prior written notice;
- (b) Immediately upon material breach by the other party;
- (c) Immediately if the other party becomes insolvent or files for bankruptcy.

3.3 Survival

The confidential
(5) years from

4. RETURN OF MATERIALS

4.1 Return Obligation

- (a) Return all tangible materials containing Confidential Information;
- (b) Destroy all electronic copies of Confidential Information;
- (c) Provide written certification of compliance within fifteen (15) days.

Upon termi

4.2 Retention Exception

The Receiv
purposes, s

5. INTELLECTUAL PROPERTY

5.1 Ownership

All Confide
Disclosing

5.2 No License

Nothing in
rights of the

5.3 Improvements

Any improv
owned by t

6. LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability

IN NO EV
SPECIAL, C

6.2 Cap on Liability

The total li
Thousand l

6.3 Indemnification

The Receiv
arising from

- (a) Unauthorized disclosure of Confidential Information;
 - (b) Breach of this Agreement by the Receiving Party or its representatives;
 - (c) Third-party claims resulting from the Receiving Party's negligence.
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7. REMEDIES

7.1 Injunctive Relief

The Receiving Party shall be responsible for obtaining and maintaining all necessary injunctive relief to protect the Confidential Information and the Agreement. The Receiving Party shall be responsible for the cost of such bond.

7.2 Cumulative Remedies

All remedies provided herein shall be cumulative and not exclusive.

8. GENERAL PROVISIONS

8.1 Governing Law

This Agreement shall be governed by the laws of the State of New York. Any conflicts of law shall be resolved in favor of the State of New York.

8.2 Jurisdiction

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of New York.

8.3 Assignment

This Agreement may be assigned by either party without notice to the other party.

8.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matter hereinafter provided.

8.5 Amendments

This Agreement may be amended by a written instrument signed by both parties.

8.6 Severability

If any provision of this Agreement is held to be unenforceable, the remaining provisions shall survive.

8.7 Waiver

No waiver of any breach of this Agreement shall constitute a precedent for any future breach.

8.8 Notices

9. SIGNATURES

DISCLOSING PARTY:

TechCorp Industries, Inc.

By: _____

Name: John

RECEIVING PARTY:

[Receiving Party Name]

By: _____

Name: _____

EXHIBIT A: DESCRIPTION OF CONFIDENTIAL INFORMATION

The following categories of information shall be considered Confidential Information under this Agreement:

1. Product specifications and technical documentation

2. Software