

NON-DISCLOSURE AGREEMENT

Effective Date: January 1, 2025

Between:

- Disclosure

1. DEFINITIONS

1.1 Confidential Information

"Confidential" means electronic, not limited to

- (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

Confidential

- (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 Receiving

- (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 Receiv

- (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 Rece
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 Agree
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 confide
(5) years fr

4. RETURN OF MATERIALS

4.1 Return Obligation

Upon termi

- (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.

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, O

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.
-

7. REMEDIES

7.1 Injunctive Relief

The Receiving Party may seek injunctive relief to prevent a violation of this Agreement, subject to payment of a reasonable bond.

7.2 Cumulative Remedies

All remedies will be cumulative.

8. GENERAL PROVISIONS

8.1 Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to conflicts of law principles.

8.2 Jurisdiction

Any disputes arising out of or relating to this Agreement shall be resolved in the state and federal courts located in San Francisco, California.

8.3 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

8.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

8.5 Amendments

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

8.6 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.7 Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing.

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