

## NON-DISCLOSURE AGREEMENT

AGREEMENT made this 30th day of June, 2025 ("Effective Date"), by and between YOOBROO, INC., a Delaware corporation with its principal place of business at 1718 N Las Palmas Ave Apt 204, Los Angeles, California 90028 ("Company"), and TONY LIU, an individual residing at \_\_\_\_\_ ("Recipient").

### RECITALS

WHEREAS, Company is developing an innovative e-commerce and trading platform operating as "Yoobroo - Swipe Shop Trade" at [www.yoobroo.com](http://www.yoobroo.com); WHEREAS, in connection with Recipient's engagement as a contractor to develop a Minimum Viable Product (MVP) for the Company, Recipient may have access to Confidential Information; WHEREAS, the parties wish to protect such Confidential Information to prevent unauthorized use or disclosure; NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### 1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes, but is not limited to:

Business plans, product roadmaps, marketing strategies, and financial information of the Company.

Technical data, including source code, APIs, database schemas, system architecture, and MVP-related documents.

Customer data, user information, and transaction records.

Any other non-public information disclosed by the Company, whether in writing, orally, or electronically, marked as confidential or reasonably understood to be confidential.

#### 2. EXCEPTIONS

Confidential Information does not include information that:

Is or becomes publicly available without breach of this Agreement by Recipient.

Was lawfully known to Recipient prior to disclosure by the Company, as evidenced by written records.

Is independently developed by Recipient without use of or reference to the Company's Confidential Information.

Is disclosed to Recipient by a third party without restriction and without breach of any obligation to the Company.

Is required to be disclosed by law, provided Recipient gives the Company prompt written notice and cooperates to limit disclosure.

#### 3. OBLIGATIONS OF RECIPIENT

Recipient agrees to:

Use Confidential Information solely for the purpose of performing services under the MVP Development Agreement dated September \_\_\_\_, 2025 ("Development Agreement").

Not disclose, publish, or otherwise share Confidential Information with any third party, except with the Company's prior written consent or as required by law.

Take reasonable measures to protect Confidential Information, including using secure storage and encrypted devices to prevent unauthorized access.

Notify the Company immediately in writing of any unauthorized use or disclosure of Confidential Information.

#### 4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon termination of the Development Agreement or at the Company's written request, Recipient shall, within five (5) days:

Return all Confidential Information (including electronic and physical copies) to the Company;  
or  
Destroy such information and certify in writing to the Company that destruction has occurred,  
except where retention is required by law.

## 5. TERM

This Agreement's obligations remain in effect during the term of the Development Agreement and for five (5) years thereafter (until June 30, 2030). Obligations regarding trade secrets continue until the information no longer constitutes a trade secret under applicable law.

## 6. PENALTIES FOR BREACH

If Recipient intentionally or through gross negligence breaches this Agreement (e.g., disclosing source code to a competitor), Recipient shall be liable for all losses incurred by the Company, including but not limited to lost revenue, legal fees, and reputational damage. The Company may seek injunctive relief to prevent further disclosure or use of Confidential Information, in addition to any other remedies available at law or equity.

## 7. NO LICENSE OR OWNERSHIP

This Agreement does not grant Recipient any license, right, or ownership interest in the Confidential Information, which remains the exclusive property of the Company.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Delaware, excluding conflict of law principles. Any disputes arising under this Agreement shall be resolved through binding arbitration in Los Angeles County, California, under the American Arbitration Association's Commercial Arbitration Rules, conducted in English with one arbitrator. The prevailing party shall be entitled to reasonable attorney's fees and costs.

## 9. MISCELLANEOUS

### 9.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior negotiations or agreements.

### 9.2 Amendment

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

### 9.3 Severability

If any provision is invalid or unenforceable, the remaining provisions remain in effect.

### 9.4 Assignment

Recipient may not assign this Agreement without the Company's written consent. The Company may assign it to a successor entity.

### 9.5 Counterparts

This Agreement may be executed in counterparts, including electronic signatures (e.g., DocuSign), each considered an original.

## 10. EXECUTION

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

YOOBROO, INC.

By: \_\_\_\_\_ Kai Lei Founder & Chief Executive Officer Date: \_\_\_\_\_

By: \_\_\_\_\_ Yuzheng Fu coFounder Officer Date: \_\_\_\_\_

RECIPIENT

By: \_\_\_\_\_ Tony Liu Date: \_\_\_\_\_

Disclaimer: This Agreement is for informational purposes only and is not legal advice. Both parties should consult qualified legal counsel to ensure compliance with applicable laws and protect their interests.