

# MUTUAL NON-DISCLOSURE AGREEMENT

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

DataCorp Analytics, LLC, a Delaware limited liability company ("DataCorp")  
AND

Innovation Labs, Inc., a California corporation ("Innovation Labs")

(Each a "Party" and collectively the "Parties")

## RECITALS

WHEREAS, the Parties wish to explore a potential business relationship concerning the development of advanced AI-powered analytics solutions ("Purpose"); and

WHEREAS, in connection with the Purpose, each Party may disclose to the other Party certain confidential and proprietary information;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

- a) 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.
- b) Any information marked as "Confidential," "Proprietary," or with a similar designation.

## 2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information shall not include information that:

- a) Is or becomes publicly known through no breach of this Agreement by the Receiving Party;

- b) Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation;
- c) Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- d) Was known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records; or
- e) Is required to be disclosed by law or court order, provided that the Receiving Party provides prompt notice to the Disclosing Party of such requirement.

### **3. OBLIGATIONS OF RECEIVING PARTY**

The Receiving Party agrees to:

- a) Hold and maintain the Confidential Information in strict confidence;
- b) Not disclose the Confidential Information to any third parties except to its employees, consultants, and advisors who have a legitimate need to know and who have been informed of the confidential nature of such information;
- c) Not use the Confidential Information for any purpose other than the Purpose;
- d) Protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;
- e) Not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Confidential Information.

### **4. TERM**

This Agreement shall commence on the date first written above and shall continue for a period of three (3) years, unless earlier terminated by either Party upon thirty (30) days' written notice to the other Party.

### **5. 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 items containing or representing Confidential Information and all copies thereof.

### **6. NO LICENSE**

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any Confidential Information of the Disclosing Party except as expressly set forth herein.

### **7. NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE.

## **8. REMEDIES**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, 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 AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in Delaware.

## **10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

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

**DATAcorp ANALYTICS, LLC**

By: \_\_\_\_\_

Jennifer Torres, CEO

Date: December 1, 2025

**INNOVATION LABS, INC.**

By: \_\_\_\_\_

Michael Anderson, President

Date: December 1, 2025