**DATED THIS 5/18/2025**

**BETWEEN**

**MICHAEL BERLINGO**

**AND**

**MOHAMMAD ATIF**

**NON-DISCLOSURE AGREEMENT**

## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** dated 5/18/25

**BETWEEN**

**MICHAEL BERLINGO** with his address a**t Gunjan Apartment S.N Road Firozabad, India** of the first part;

**AND**

**Mohammad Atif,** with its business address at **Gunjan Apartment S.N Road Firozabad, India** of the second part.

(**MICHAEL BERLINGO** and Mohammad Atifare collectively referred to as “**Parties**” and each of them is individually referred to as “**Party**”).

# WHEREAS: -

1. **MICHAEL BERLINGO** is desirous to enter into possible business relationship and arrangement with Mohammad Atiffor for the development, collaboration, and/or partnership for the creation, operation, and commercialization of technology products, platforms, and/or services (hereinafter referred to as the “**Proposal**”).
2. In connection with the Proposal and in the course of discussions and negotiations, **MICHAEL BERLINGO** will be disclosing certain commercially valuable, proprietary, and confidential business and technical information including intellectual property, trade secrets, business operations, product development, software design, functionality, creative efforts and more to Mohammad Atif to carry out the Proposal.
3. The Parties have agreed to enter into this Agreement to facilitate the exchange of any Confidential Information between the Disclosing Party and Receiving Party in relation to the Proposal, to protect the intellectual property of Disclosing Party, to prevent Receiving Party from disclosing Confidential Information to third party.
4. The Disclosing Party shall not be obliged to disclose and/or procure to be disclosed the Confidential Information as requested by the Receiving Party. However, while the disclosed Confidential Information are in the possession or control of the Receiving Party, it shall be regulated in accordance with the following terms and conditions.

In consideration of the premises and the parties’ mutual covenants herein contained **IT IS HEREBY AGREED** as follows:

1. **DEFINITIONS**

In this Agreement, unless the context otherwise requires—

1. “**Confidential Information**” means any and all information of any kind, whether in written or electronic format, oral or other tangible form, and whether or not labelled as ‘confidential’ including without limitation, information relating to the business, professional experience and advice, decisions of company, product development, software design, functionality, creative efforts, marketing strategies, customer information, negotiations, operations, pricing, contract terms and conditions, term sheet proposals, data and all information of any kind relating to either Party, their respective shareholders and/or associate/related companies which are disclosed, submitted or made available by the Disclosing Party to the Receiving Party for the purposes of the Proposal, whether before or after the date of this Agreement;

In respect of information that is imparted orally or visually, any information that the Disclosing Party or its Representatives informed the Receiving Party at the time of disclosure was imparted in confidence, any note or record of the disclosure, any copy of any of the foregoing and the fact that discussions are taking place between the Parties.

For the avoidance of doubt, Confidential Information also includes Personal Data and/or any other relevant applicable law and the Receiving Party shall handle such Personal Data in accordance with all privacy principles which govern, or would govern, the handling of such information by the Disclosing Party including, but without limitation to, the provisions of Data Protection Laws and Regulations and/or any other relevant applicable law and the Receiving Party shall comply with all applicable guidelines, determinations, or recommendations made by the relevant regulatory body which administers the applicable privacy principles to such Personal Data.

1. “**Disclosing Party**” means the Party that disclosing the Confidential Information directly or indirectly to the Receiving Party in relation to the Proposal;
2. **“Intellectual Property”** means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, programming codes, designs, and all other products/services produced for all the projects the freelancers or part-timers are involved in and re-examinations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).
3. “**Personal Data**” as defined in the Data Protection Laws and Regulations;
4. “**Receiving Party**” means the Party receiving the Confidential Information in relation to the Proposal irrespective of job scope which involved employees, independent contractors, freelancers and is obligated to keep it confidential in accordance with this Agreement;
5. “**Representative**”, in relation to a Party, means the directors, officers, employees, agents, advisers, consultants, lenders, subsidiaries or associates of each Party to whom the Confidential Information is disclosed in order to undertake and complete the Proposal.
6. **MUTUAL UNDERTAKINGS**

Each Parties hereby agree and undertake:

* 1. not to at any time disclose or use or permit to be used any of the Confidential Information for any purpose other than for the Proposal and not to exploit, infringe or reverse engineering the intellectual property and Confidential Information belonging to the Disclosing Party or any parts of it in whatever form for the commercial gains of Receiving Party other than for the Proposal;
  2. not to, without the prior written consent of the other Party, disclose the Confidential Information to any other person, except to those persons more particularly identified in para 2.3 below;
  3. either Party may disclose the Confidential Information to its Representatives, provided that all such Representatives are made aware of the terms of this Agreement and agree to be bound by its terms or are by the nature of their roles are bound by appropriate implied confidentiality obligations in law; and
  4. to treat and maintain the Confidential Information in the strictest confidence and, at a minimum, will take reasonable precautions, in accordance with procedures that each Party follows from time to time with respect to its own Confidential Information to prevent disclosure, directly or indirectly, to any other party, except with prior written consent of the Disclosing Party. Any breach by any of its Representatives of any obligations in this Agreement constitutes a breach of this Agreement.

1. **EXCLUSIONS**

The obligation of confidentiality in this Agreement shall not apply to any part of the Confidential Information—

1. generally available to the public otherwise than as a result of a breach of this Agreement; or
2. already known to the Receiving Party before the effective date of this Agreement and prior to any disclosure hereunder; or
3. disclosed by the Disclosing Party to the Receiving Party on a non-confidential basis and which was expressly identified as such; or
4. that is required by applicable law or by order of court of competent jurisdiction or by any regulatory or governmental authority or any other relevant authority to be disclosed, provided always that the Receiving Party shall, if practicable and not otherwise prevented from doing so, notify the Disclosing Party of the proposed form and nature of the disclosure; or
5. is expressly approved for release by the written authorisation of the Disclosing Party.

# 4. RETURN OF CONFIDENTIAL INFORMATION

At the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documentation and any related materials containing the Confidential Information, save that the Receiving Party may retain the same where required in accordance with its normal retention policy and for audit purposes, but must continue to observe all confidentiality obligations herein for such retained documentation and materials.

**5. REPRESENTATIONS, WARRANTIES AND NON-CIRCUMVENTION**

**Representations and Warranty**. Either Party acknowledges that all information will be provided by each Party without express or implied representations or warranty as to its completeness or accuracy. Accordingly, each Party shall not have any liability to the other save for the negligence or wilful default of the Parties, its agents or representatives.

**Non-Circumvention**. For a period of one (1) year after the end of the term of this Agreement, the Receiving Party will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Disclosing Party to Receiving Party for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party.

**6. OWNERSHIP OF INTELLECTUAL PROPERTY**

6.1 **Work Product Ownership.** The Receiving Party acknowledges and agrees that any and all Intellectual Property (as defined above) developed, created, conceived, authored, invented, or reduced to practice by the Receiving Party, whether solely or jointly with others, in the course of or related to their engagement with the Disclosing Party, including during the term of any internship, employment, contract, or voluntary collaboration (collectively referred to as “Work Product”), shall be the sole and exclusive property of the Disclosing Party.

6.2 **Assignment.** The Receiving Party hereby irrevocably assigns and agrees to assign to the Disclosing Party all rights, title, and interest worldwide in and to the Work Product, including all associated Intellectual Property rights. The Receiving Party further agrees to execute any documents and take all reasonable actions necessary to perfect the Disclosing Party’s rights in such Work Product.

6.3 **Moral Rights Waiver.** To the fullest extent permitted by applicable law, the Receiving Party hereby waives and agrees not to assert any and all moral rights they may have in or with respect to any Work Product.

6.4 **Disclosure.** The Receiving Party agrees to promptly disclose in writing to the Disclosing Party all Work Product created during the engagement.

6.5 **No License.** Nothing in this Agreement shall be construed as granting any license or rights under any Intellectual Property of the Disclosing Party to the Receiving Party, whether by implication, estoppel, or otherwise.

**7. DURATION AND TERMINATION**

7.1 The undertaking under Clause 2 of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain from the date of signing of this Agreement for **1 year** until the Confidential Information no longer qualifies as a trade secret, personal data or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

7.2 Subject to the Clause 6.1, this Agreement may be terminated by any Party upon issuing a written notice of at least sixty (60) days to the other Party (“**Termination**”).

7.3 The duty of confidentiality on the Receiving Party shall be construed by express clauses of this Agreement and impliedly as stated in Clause 6.1 and Clause 22.1 of this Agreement that such duty shall continue to exist and survive the termination of this Agreement unless the Confidential Information is deemed to be not applicable by virtue of Clause 3.

7.4 The Parties further agree that in the event the Parties has resolved not to proceed with the Proposal and upon Termination or Expiration of this Agreement, all Confidential Information (including copies and reproductions thereof) in whatever form shall be govern in accordance with Clause 4 of this Agreement.

**8. OWNERSHIP & INTELLECTUAL PROPERTY OF CONFIDENTIAL INFORMATION**

The Parties acknowledge and agree that all intellectual property and copyright in the Confidential Information including any documents, files and other items disclosed by and on behalf of the Company shall remain the property of the Company. Accordingly, each Parties affirm that all rights, interest, title and intellectual and/or proprietary rights in the Confidential Information shall remain at all times, the sole property of the Company and shall not infringe, exploit, or reverse engineered the intellectual property of the Company in any form whatsoever for their own commercial gains. Breach of this clause will constitute the breach of this Agreement and the Company will be entitled for remedies in law and equity for the breach and damage suffered.

**9. INDEMNITY**

The Receiving Party shall indemnify, defend and hold the Disclosing Party harmless from and against any and all loss, cost, expense, liability, claim or cause of action, including legal fees and other costs of litigation incurred in connection with such claims, which the Disclosing Party may incur or be subject to arising from the breach of any provision of this Agreement by the Receiving Party and/or its Representatives.

**10. REMEDIES**

Each Party is entitled to specific performance and injunctive or other equitable relief as a remedy for any breach. However, such remedies are not deemed to be exclusive remedies for breach of this Agreement but are in addition to all other remedies available at law or in equity to the other Party.

**11. COSTS AND EXPENSES**

Each party is to bear its own costs and expenses including the Attorney fees incurred in performing its obligations under this Agreement.

**12. NOTICES**

Any notice or other communication required to be given by either Party pursuant to this Agreement shall be addressed to the other Party at the address contained herein or to any other address as either Party may notify to the other in writing and if;

1. served by facsimile will be deemed to have been given when received (if received during business hours on a Business Day), or on the next Business Day after receipt (if received on a non-Business Day or after business hours on a Business Day);
2. served by post will be deemed to have been given three (3) Business Days after posting providing that such notices shall be sent to the address of the relevant Party;
3. served by hand will be deemed to have been given when received (if received on a Business Day), or on the next Business Day after receipt (if received on a non-Business Day).

**Starteryou, Inc.**

Address : 1 Chatham Place, White Plains, New York 10605

Tel./Email : **914-523-1762 /** [**contact@starteryou.com**](mailto:contact@starteryou.com)

Mohammad Atif

Address : Gunjan Apartment S.N Road Firozabad, India

Tel./Email : +91 7727075499 || matif91201@gmail.com

**13. VARIATIONS TO AGREEMENT**

This Agreement may only be varied, modified or altered with the prior written agreement of the Parties.

**14. TIME**

Time wherever mentioned shall be of the essence of this Agreement.

**15. JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the laws of United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of the laws of the United States of America. The parties agree that any court of competent subject matter jurisdiction in the United States of America may exercise personal jurisdiction over the parties hereto for purposes of resolving any dispute arising out of this Agreement, and that such courts are the exclusive venue for determination of any equitable remedies thereunder.

**16. AMICABLE SETTLEMENT & COURT**

15.1 Any difference, question or dispute arising under or out of or relating to the construction, meaning, existence, termination, performance, or operation or effect of or in connection to this Agreement or breach thereof (“**Dispute**”), the aggrieved Party shall notify and refer the matter in Dispute to the other Party by giving written notice (“**Notification**”). The Parties shall procure that their respective representatives discuss and attempt to resolve, in good faith, any such Dispute with a view to achieving an amicable settlement of the same.

15.2 If a Dispute is not resolved to the satisfaction of the Parties within ninety (90) days of the Notification date, then the Parties are at liberty to seek recourse by referring the dispute and/or the matter to the court in the United States of America.

**17. SUCCESSORS**

This Agreement is binding upon and ensue to the benefit of the respective successors in title and representatives of the Parties to this Agreement.

**18. COUNTERPARTS**

This Agreement may be signed on various dates for the sole convenience of all the Parties and may be entered in different counterparts, all of which taken together shall constitute one and the same instrument. The date as stated on Agreement shall be final and conclusive as to this Agreement.

**19. NON-WAIVER**

The rights of the Disclosing Party shall not be prejudiced or restricted by any indulgence or forbearance and no waiver by Disclosing Party in respect of any breach shall operate as a waiver in respect of any subsequent breach. No failure or delay on the part of any Disclosing Party in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power hereunder.

**20. SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable for any reason, whether in whole or in part, the remaining provisions of this Agreement are unaffected by the invalidity or unenforceability and remain in full force and effect to the extent permitted by applicable law.

**21. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements or understandings, inducements, representations or conditions, expressed or implied, oral or written.

**22. MISCELLANEOUS**

22.1 The Parties agree that clauses 2.2 and 2.3 are to survive the termination of this Agreement for any reason whatsoever.

22.2 Either Party agree they shall immediately inform the other Party in writing of any loss of confidentiality, unauthorised disclosure, misappropriation or misuse by any person of any Confidential Information.

22.3 This Agreement does not create any right enforceable by any person not a Party to it.

22.4 The liability of either Party for any breach of this Agreement or arising in any other way out of the subject-matter of this Agreement, will not extend to any indirect or consequential damages or losses.

**IN WITNESS WHEREOF** the Parties have set their hands in the date and year first above written.

SIGNED BY **MICHAEL BERLINGO** )

SIGNED BYMohammad Atif )