

## NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into on August 15, 2025, by and between:

Disclosing Party: DataVerse Inc., with its principal office at 123 Quantum Lane, Silicon Valley, CA.

Receiving Party: TechNova Solutions, with its registered office at 456 Innovation Blvd, Austin, TX.

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information relating to software architecture, source code, strategic partnerships, market analysis, and product development;

WHEREAS, the Receiving Party is interested in evaluating the Disclosing Party's confidential information for potential collaboration;

NOW, THEREFORE, the parties agree as follows:

1. Definition of Confidential Information "Confidential Information" means all data and information, whether oral or written, which the Receiving Party may reasonably understand to be confidential in nature, including but not limited to business methods, software designs, pricing models, and customer lists.

2. Use of Confidential Information The Receiving Party agrees to use the Confidential Information solely for evaluating a potential business relationship and shall not use it for any personal or competitive advantage.

3. Disclosure to Third Parties The Receiving Party may disclose the Confidential Information to its employees and partners if such disclosure is necessary and the individuals are informed about the confidential nature of the information.

4. Termination This Agreement may be terminated at any time by either party by providing written notice to the other party.

5. Ownership All Confidential Information disclosed remains the property of the Disclosing Party. This Agreement does not grant any license to the Receiving Party.

6. No Warranty The Confidential Information is provided "as is" without any warranties, express or implied.

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

[No Signature Block Provided]

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nn Notable Risks and Omissions

- No duration clause: How long is the agreement valid? - No remedies for breach: What happens if someone violates the agreement? - Uses vague phrase "reasonably understood": open to misinterpretation. - No obligation to return or destroy information upon termination. - No jurisdiction/governing law specified. - No non-solicitation or non-compete clauses. - No requirement to notify in case of unauthorized disclosure. - No obligation to maintain confidentiality indefinitely.

This document is an example of a contract with legal weaknesses that may pose serious business risks if executed without review.

