

NON-DISCLOSURE AGREEMENT

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("NDA") is entered into as of October 1, 2024, by and between:

TechCorp Industries, Inc. ("TechCorp")
500 Technology Drive, San Francisco, CA 94105

and

StartupXYZ LLC ("StartupXYZ")
123 Innovation Way, Palo Alto, CA 94301

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

RECITALS

The Parties wish to explore a potential business relationship, including a possible acquisition of StartupXYZ by TechCorp (the "Purpose"), which is now documented in the **Document: Acquisition Agreement**.

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by either Party, including but not limited to:

- Financial information (as contained in **Document: Due Diligence Report**)
- Technical information (as certified in **Document: IP Certification Letter**)
- Business strategies and plans
- Customer and supplier information
- Employee information (as detailed in **Schedule 3 - Employee Transition Plan**)

2. OBLIGATIONS

Each Party agrees to:

- Hold Confidential Information in strict confidence
- Not disclose Confidential Information to third parties without prior written consent
- Use Confidential Information solely for the Purpose
- Limit access to Confidential Information to employees with a need to know

3. TERM

This NDA shall remain in effect for three (3) years from the date first written above, or until superseded by the confidentiality provisions in the **Document: Acquisition Agreement** Article V.

4. EXCLUSIONS

Confidential Information does not include information that:

- (a) Is or becomes publicly available through no fault of the receiving Party
- (b) Was rightfully in the receiving Party's possession prior to disclosure
- (c) Is rightfully obtained from a third party without restriction
- (d) Is independently developed without use of Confidential Information

5. RETURN OF MATERIALS

Upon request or termination, each Party shall return or destroy all Confidential Information, except as required for legal or regulatory purposes.

6. NO LICENSE

Nothing in this NDA grants any rights to intellectual property, except as subsequently agreed in the **Document: Acquisition Agreement** and **Schedule 1 - IP Assets**.

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

TechCorp Industries, Inc.

By: _____

Name: James Mitchell

Title: CEO

StartupXYZ LLC

By: _____

Name: Sarah Chen

Title: Founder & CEO