

# 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:

- (a) Hold Confidential Information in strict confidence
- (b) Not disclose Confidential Information to third parties without prior written consent
- (c) Use Confidential Information solely for the Purpose
- (d) 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This NDA shall remain in effect for three (3) years from the date first written above, or until superseded by the confidentiality provisions in the **Document: Acquisition Agreement** Article V.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