**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into as of April 26, 2025 (“Effective Date”) by and between:

* **Orion Dynamics GmbH**, a company organized under the laws of Germany, having its principal place of business at Rosental 7, 80331 Munich, Germany (“Disclosing Party”),

and

* **ZenithAI Corp.**, a corporation incorporated under the laws of Delaware, USA, with its principal office at 1201 N Market Street, Wilmington, DE 19801, USA (“Receiving Party”).

**RECITALS**

WHEREAS, the Disclosing Party intends to disclose to the Receiving Party certain confidential and proprietary information relating to the development of Project “HyperNova,” a next-generation AI predictive analytics engine for supply chain optimization (the “Purpose”);

WHEREAS, the Receiving Party desires to receive such information solely for evaluating a potential strategic partnership and joint development project;

NOW, THEREFORE, the parties agree as follows:

**1. Definition of Confidential Information**

“Confidential Information” means all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, electronically, or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to:

* Business strategies, models, and roadmaps;
* Pricing structures and financial projections (e.g., expected ROI of 17.8% over 3 years);
* Customer lists and supplier contracts;
* Source code, algorithms, API specifications;
* Technical documentation and prototypes (e.g., Machine Learning Model Version 4.2b);
* Data sets (e.g., historical shipment data covering 2017–2024);
* Market analyses and feasibility studies;
* Internal operational procedures.

**2. Exclusions**

Confidential Information shall not include information that:

* (a) was lawfully known by the Receiving Party before disclosure, as evidenced by written records;
* (b) becomes publicly available without breach of this Agreement;
* (c) is rightfully received from a third party without any duty of confidentiality;
* (d) is independently developed without reference to the Disclosing Party’s Confidential Information.

**3. Obligations of the Receiving Party**

The Receiving Party shall:

* (a) Maintain the Confidential Information in strict confidence;
* (b) Use Confidential Information solely for the Purpose;
* (c) Restrict access to Confidential Information to employees, contractors, and professional advisors who are bound by confidentiality obligations at least as restrictive as those contained herein;
* (d) Not reproduce, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any Confidential Information;
* (e) Notify the Disclosing Party immediately upon discovery of any unauthorized disclosure.

**4. Term**

This Agreement shall commence on the Effective Date and shall remain in force for a period of **six (6) years**, unless terminated earlier in accordance with Section 8.

The confidentiality obligations with respect to trade secrets shall survive indefinitely, or until such trade secrets lawfully become publicly available.

**5. Return and Destruction of Confidential Information**

Upon the earlier of (i) termination of discussions relating to the Purpose, or (ii) written request by the Disclosing Party, the Receiving Party shall:

* (a) Return or destroy all Confidential Information and all copies, extracts, and derivatives thereof;
* (b) Certify in writing the complete return or destruction within fifteen (15) business days.

**6. No License**

Nothing in this Agreement shall be construed as granting any license, express or implied, under any patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

**7. Compelled Disclosure**

If the Receiving Party is legally compelled (by subpoena, court order, or other legal process) to disclose any Confidential Information, it shall:

* (a) Provide the Disclosing Party with prompt written notice prior to such disclosure;
* (b) Cooperate with the Disclosing Party to seek an appropriate protective order or other remedy.

**8. Termination**

Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party. Termination shall not relieve either party from its obligations regarding Confidential Information disclosed prior to the termination date.

**9. Remedies**

The parties acknowledge that monetary damages may not be sufficient to remedy unauthorized disclosure of Confidential Information. Therefore, the Disclosing Party shall be entitled to seek injunctive relief, without the requirement of posting bond or proving actual damages, in addition to any other remedies available at law or in equity.

**10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, excluding its conflict of laws principles.

Any disputes shall be subject to the exclusive jurisdiction of the courts located in New York County, New York.

**11. Miscellaneous**

* **Entire Agreement**: This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous oral or written agreements.
* **Amendments**: No amendment shall be effective unless in writing and signed by both parties.
* **Severability**: If any provision is held invalid, the remainder of the Agreement shall continue in full force.
* **No Waiver**: Failure by either party to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

**Orion Dynamics GmbH**

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

Name: Dr. Clara Weiss

Title: Chief Executive Officer

**ZenithAI Corp.**

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

Name: James Carter

Title: Vice President of Business Development