

Non-Disclosure Agreement

Unified Resonant Substrate (URS)

This Non-Disclosure Agreement is entered into as of ____/____/_____,
by and between:

- **Disclosing Party-Unified Resonant Substrate (URS).**

Signature:_____

- **Receiving Party**

Name:_____Signature:_____

- **Representing:_____**

Collectively referred to as the "Parties."

Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information related to the Unified Resonant Substrate (URS) project, including but not limited to theories, simulations, technical data, and potential applications, for the purpose of evaluating a potential business relationship.

Definition of Confidential Information

"Confidential Information" refers to any non-public information disclosed by the Disclosing Party, whether oral, written, or electronic, including but not limited to:

- Technical data, trade secrets, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, or finances.
- Information related to the URS project, including simulation results, theoretical models, and potential applications.

Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
 - Not disclose the Confidential Information to any third party without prior written consent from the Disclosing Party.
 - Use the Confidential Information solely for the purpose stated in this Agreement.
 - Take all reasonable precautions to protect the confidentiality of the Confidential Information.
-

Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
 - Is received from a third party without breach of any obligation of confidentiality.
 - Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
-

Term

This Agreement shall commence on the date first written above and shall continue in effect for a period of five (5) years, unless terminated earlier by either party with thirty (30) days written notice.

Return of Materials

Upon termination of this Agreement, the Receiving Party agrees to return or destroy all materials containing Confidential Information.

No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of ALABAMA, without regard to its conflict of laws principles.

Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or understandings of any kind.

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

Disclosing Party:

Signature: _____

Name: _____

Date: _____

Receiving Party:

Signature: _____

Name: _____

Date: _____