

NON-DISCLOSURE AGREEMENT

This NDA is effective as of November 17, 2025 (the "Effective Date").

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all technical and non-technical information disclosed by the Disclosing Party to the Receiving Party, including but not limited to business plans, financial data, product roadmaps, and customer lists. Confidential Information does not include information that is publicly known.

2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating a potential business relationship and will not disclose it to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature.

3. TERM AND DURATION

This Agreement will commence on the Effective Date and will continue in effect for a period of three (3) years. The confidentiality obligations set forth in Section 2 shall survive the termination of this Agreement for an additional period of five (5) years.

4. INJUNCTIVE RELIEF

The Receiving Party acknowledges that unauthorized disclosure of Confidential Information would cause irreparable harm to the Disclosing Party, and that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

5. NOTICES

All notices required or permitted under this Agreement must be in writing and delivered by certified mail to the addresses of the Parties as first set forth above.