

Non-Disclosure Agreement (NDA)

Contract Number: NDA-94460

Introduction

This Non-Disclosure Agreement (the "Agreement"), effective as of January 25, 2025 ("Effective Date"), is entered into by and between Fontara Inc., a corporation duly organized and existing under the laws of the United States, with its principal place of business at 123 Finance Street, Washington, D.C., 20001, and Fontara Corp., a corporation duly organized and existing under the laws of the United States, with its principal place of business at 456 Market Lane, Washington, D.C., 20002. The purpose of this Agreement is to facilitate the exchange and protection of confidential information between Fontara Inc. and Fontara Corp. ("Parties") in connection with their business interests in the provision of Financial Services.

Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Confidential Information" means any and all proprietary information, whether written, electronic, or oral, including but not limited to technical data, software code, algorithms, business strategies, client lists, and other information disclosed by Fontara Inc. to Fontara Corp. in connection with the provision of Financial Services, which is either labeled or identified as confidential at the time of disclosure.

"Term" refers to the period commencing on the Effective Date and continuing for one (1) year thereafter, until January 25, 2026.

Obligations of the Parties

The Parties hereby agree to maintain the confidentiality of all Confidential Information disclosed under this Agreement using at least the same degree of care as they use to protect their own confidential information, which shall not be less than reasonable care. Each Party agrees to use the Confidential Information solely for the purpose of evaluating or carrying out the business relationship contemplated herein and shall not disclose such information to any third parties without prior written consent from the other Party.

Duration of Confidentiality Obligation

Notwithstanding the term of this Agreement, the obligations of confidentiality set forth herein shall continue for a period of five (5) years following the termination or expiration of this Agreement, unless otherwise agreed in writing by both Parties.

Exceptions to Confidentiality

The obligations of confidentiality shall not apply to information which: (a) becomes publicly available through no fault of the receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; or (c) is independently developed by the receiving Party without reference to the Confidential Information.

Data Protection (GDPR)

The Parties acknowledge that they must comply with the General Data Protection Regulation (GDPR) in relation to the processing of personal data under this Agreement. Both Parties agree to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of data breaches.

Penalties for Breach

In the event of a breach of this Agreement by either Party, the non-breaching Party shall be entitled to seek injunctive relief, monetary damages, and any other legal or equitable remedies available under applicable law in order to mitigate the consequences of such breach.

Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States, specifically those governing contracts made and to be performed entirely within Washington, D.C. Any disputes arising under this Agreement shall be resolved through binding arbitration conducted in Washington, D.C., under the rules of the American Arbitration Association.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the dates set forth below.

Fontara Inc.

By: _____

Name: _____

Title: _____

Date: _____

Fontara Corp.

By: _____

Name: _____

Title: _____

Date: _____