

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of February 14, 2025 by and between:

- **Horizon Technologies Inc.:** ("Discloser"), a company organized and existing under the laws of California, with a principal place of business at 2250 Technology Drive, Suite 300, San Francisco, CA 94105; and
- **James R. Wilson:** ("Recipient"), residing at 1875 Pine Street, Apt 4B, San Francisco, CA 94109.

WHEREAS, Discloser is in possession of certain confidential information relating to proprietary artificial intelligence algorithms and machine learning models for autonomous vehicle navigation systems (the "Confidential Information"); and

WHEREAS, Recipient desires to access and review such Confidential Information in connection with potential technical consultation and system optimization;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions:

- "Confidential Information" means any and all information disclosed by Discloser to Recipient, whether orally, in writing, electronically, or in any other form, which is identified as confidential at the time of disclosure or should reasonably be considered confidential given the nature of the information and the circumstances of disclosure.

2. Confidentiality Obligations:

- Recipient agrees to hold all Confidential Information in the strictest confidence and shall not disclose such information to any third party without the prior written consent of Discloser.
- Recipient shall use the same degree of care to protect Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

3. Exceptions to Confidentiality:

- Confidential Information shall not include information that is:

- lawfully known to the public without a breach of this Agreement;
- independently developed by Recipient without using any Confidential Information;
- rightfully obtained from a third party without a confidentiality obligation; or
- required to be disclosed by law or court order, provided Recipient gives prior notice to Discloser to the extent permitted by law.

4. Term and Survival:

- This Agreement shall remain in effect for a period of three (3) years from the date of disclosure of the Confidential Information, and the confidentiality obligations contained herein shall survive the termination of this Agreement for an additional two (2) years.

5. Remedies:

- In the event of a breach of this Agreement, the non-breaching party shall be entitled to seek all remedies available at law or in equity, including injunctive relief.

6. Governing Law:

- This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

[Signature]

Sarah Chen
Chief Technology Officer
Horizon Technologies Inc.

[Signature]

James R. Wilson
James R. Wilson

Date: February 14, 2025

Note: This is a simplified sample NDA and may not be suitable for all situations. Always consult with an attorney to ensure your NDA meets your specific legal needs.