Non-Disclosure Agreement (NDA) — Sample (Pre-Filled)

1. Parties and Effective Date

This Non-Disclosure Agreement ("Agreement") is entered into and effective as of March 12, 2024 (the "Effective Date"), by and between AlphaTech Solutions Inc., a Delaware corporation with offices at 123 Innovation Drive, San Jose, CA 95110 ("Disclosing Party"), and BrightWave Analytics LLC, a California limited liability company with offices at 456 Market Street, San Francisco, CA 94105 ("Receiving Party").

2. Purpose

The parties intend to evaluate a potential business relationship relating to an AI-powered analytics product integration and related consulting services (the "Purpose").

3. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by the Disclosing Party, whether in written, oral, or electronic form, including (a) product plans, roadmaps, and pricing, (b) source code, architecture, and technical designs, (c) customer and vendor information, (d) financial information, and (e) security procedures.

4. Exclusions

Confidential Information does not include information that (i) is or becomes publicly available through no breach of this Agreement, (ii) was lawfully known by the Receiving Party prior to disclosure, (iii) is independently developed without use of the Confidential Information, or (iv) is received from a third party without breach of any obligation.

5. Non-Disclosure and Use Restrictions

The Receiving Party shall (a) use the Confidential Information solely for the Purpose, (b) not disclose it to any third party without prior written consent, and (c) protect it using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

6. Permitted Disclosures

The Receiving Party may disclose Confidential Information to its employees or contractors who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement.

7. Term and Termination

This Agreement remains effective for two (2) years from the Effective Date unless earlier terminated. Either party may terminate this Agreement for convenience with thirty (30) days' written notice to the other party.

8. Survival

The confidentiality and use restrictions shall survive termination for three (3) years from the date of termination. For trade secrets, such obligations survive as long as the information remains a trade secret under applicable law.

9. Return or Destruction

Upon written request, the Receiving Party will promptly return or destroy all Confidential Information, except that one archival copy may be retained solely for legal compliance.

10. Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws rules.

11. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. AlphaTech Solutions Inc. By: John Reynolds, CEO BrightWave Analytics LLC By: Emily Carter, Managing Director