**MUTUAL NON-DISCLOSURE AGREEMENT**

**This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of May 12, 2025 (“Effective Date”), by and between:**

**Party A: NovaTech Innovations, Inc., a Delaware corporation with its principal offices at 235 Market Street, San Francisco, CA 94105 (“NovaTech”)**

**Party B: Orion Consulting Group, LLC, a limited liability company organized under the laws of California, with offices at 710 Mission Avenue, San Jose, CA 95110 (“Orion”)**

**Each a “Party” and collectively the “Parties”.**

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**### 1. PURPOSE**

**The Parties intend to explore a potential business relationship concerning the development of AI-based workflow automation software (the “Purpose”). In connection with this Purpose, each Party may disclose to the other certain confidential and proprietary information.**

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**### 2. DEFINITION OF CONFIDENTIAL INFORMATION**

**2.1 “Confidential Information” means any information disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”), in written, oral, electronic, or any other form, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.**

**2.2 Confidential Information includes, without limitation:**

**- Business and marketing plans**

**- Financial information, projections, and budgets**

**- Product roadmaps, source code, algorithms, and software documentation**

**- Trade secrets, customer data, and supplier lists**

**- Research, prototypes, and test results**

**2.3 Confidential Information does \*\*not\*\* include information that:**

**a) Is or becomes publicly available without breach of this Agreement;**

**b) Was known to the Receiving Party before disclosure;**

**c) Is rightfully received from a third party without breach of confidentiality; or**

**d) Is independently developed by the Receiving Party without reference to the Disclosing Party’s information.**

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**### 3. OBLIGATIONS OF THE RECEIVING PARTY**

**3.1 The Receiving Party shall:**

**a) Use the Confidential Information solely for the Purpose;**

**b) Restrict disclosure to employees, contractors, or advisors who have a legitimate need to know and are bound by confidentiality obligations no less restrictive than those herein;**

**c) Protect Confidential Information with at least the same degree of care as used for its own information, but in no event less than reasonable care;**

**d) Not copy, reproduce, or distribute the Confidential Information except as necessary for the Purpose.**

**3.2 The Receiving Party shall immediately notify the Disclosing Party of any unauthorized disclosure or use.**

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**### 4. EXCEPTIONS TO DISCLOSURE**

**If the Receiving Party is legally compelled to disclose Confidential Information by court order or governmental authority, it shall, to the extent legally permissible, promptly notify the Disclosing Party to allow it to seek a protective order. Only the portion required by law shall be disclosed.**

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**### 5. TERM AND TERMINATION**

**5.1 This Agreement shall remain in effect for a period of two (2) years from the Effective Date.**

**5.2 Obligations concerning Confidential Information shall survive for three (3) years following the termination or expiration of this Agreement.**

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**### 6. RETURN OR DESTRUCTION OF MATERIALS**

**Upon termination or upon written request, each Party shall return or destroy all tangible materials containing the other’s Confidential Information, including all copies and derivative works, and provide written certification of such destruction within thirty (30) days.**

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**### 7. OWNERSHIP AND NO LICENSE**

**All Confidential Information remains the property of the Disclosing Party. No license or ownership rights under any patents, trademarks, copyrights, or other intellectual property are granted or implied by this Agreement.**

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**### 8. WARRANTIES**

**Each Party represents that it has the right to disclose its Confidential Information. Except as expressly stated, all information is provided “AS IS,” without warranty of any kind, express or implied.**

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**### 9. LIMITATION OF LIABILITY**

**Neither Party shall be liable for indirect, incidental, consequential, or punitive damages arising out of this Agreement, even if advised of the possibility of such damages.**

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**### 10. NO OBLIGATION TO PROCEED**

**Nothing in this Agreement obligates either Party to proceed with any business relationship or transaction. Each Party reserves the right, in its sole discretion, to terminate discussions at any time.**

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**### 11. GOVERNING LAW AND DISPUTE RESOLUTION**

**11.1 This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of laws principles.**

**11.2 Any dispute arising out of or relating to this Agreement shall first be resolved through good faith negotiation between authorized representatives.**

**11.3 If unresolved, the dispute shall be submitted to binding arbitration in San Francisco, California, in accordance with the rules of the American Arbitration Association (AAA).**

**11.4 Each Party shall bear its own costs and attorney fees.**

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**### 12. MISCELLANEOUS**

**12.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions.**

**12.2 Amendment: Any modification must be in writing and signed by authorized representatives of both Parties.**

**12.3 Assignment: Neither Party may assign this Agreement without prior written consent.**

**12.4 Severability: If any provision is held invalid, the remaining provisions shall continue in effect.**

**12.5 Counterparts: This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.**

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**IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.**

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**Olivia Turner**

**Chief Legal Officer**

**NovaTech Innovations, Inc.**

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**Daniel Reed**

**Managing Partner**

**Orion Consulting Group, LLC**