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Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of 6/4/2025 by and between:

Daedaelus Inc.
6155 Almaden Expressway
San Jose Ca 95120

And

Dean Gladish
(gladish.dean@gmail.com)

1. Definition of Confidential Information:

Confidential Information means all non-public information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. Purpose:

The Confidential Information will be used solely for the purpose of [specific purpose] and not for any other purpose without the prior written consent of the Disclosing Party.

3. Obligations of Confidentiality:

The Receiving Party agrees to:

- Use the Confidential Information solely for the agreed-upon purpose.
- Take reasonable measures to protect the confidentiality of the information.
- Not disclose the Confidential Information to any third party without the Disclosing Party's prior written consent.

4. Exclusions from Confidentiality:

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
- Was known to the Receiving Party before receipt from the Disclosing Party.
- Is disclosed to the Receiving Party by a third party without breach of any obligation of confidentiality.
- Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

5. Term:

The confidentiality obligations shall remain in effect for a period of 3 years from the date of disclosure.

6. Return or Destruction of Information:

Upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Confidential Information.

7. Intellectual Property Rights:

The Disclosing Party retains all rights to its Confidential Information and any intellectual property derived therefrom. This Agreement does not grant any rights to the Receiving Party in the Disclosing Party's intellectual property.

8. Legal Remedies:

In the event of a breach of this Agreement, the Disclosing Party may seek equitable relief, such as an injunction, to prevent further breaches. The Receiving Party's liability for any breach of this Agreement shall be limited to direct damages and shall not include any indirect, incidental, or consequential damages.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising from this Agreement shall be resolved in the courts of California.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

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

Daedaelus Inc.

By: Roger Marlin

Name: ROGER MARLIN

Title: CFO

****Receiving Party:****

Dean Gladish

By: Dean Song Gladish

Name: Dean Song Gladish

Title: Software engineer