**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of March 10, 2025, between **Innovate Corp.** ("Innovate") and **Solutions Ltd.** ("Solutions").

**1. Purpose**

The parties wish to explore a potential business relationship ("Purpose") and in connection therewith, may disclose to each other certain confidential information.

**2. Definition of Confidential Information**

"Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) trade secrets, (ii) financial information, and (iii) business strategies and plans.

**3. Obligations of Receiving Party**

The Receiving Party agrees: (a) to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information. (b) not to disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party. (c) not to use any Confidential Information for any purpose except for the Purpose described above.

**4. Exclusions**

Confidential Information does not include information which: (a) is or becomes publicly known and made generally available through no action or inaction of the Receiving Party; (b) was in the possession of the Receiving Party, without restriction, prior to the time of disclosure by the Disclosing Party.

**5. Term**

The confidentiality obligations imposed by this Agreement shall remain in effect for a period of five (5) years from the date of disclosure.

**6. Jurisdiction**

This Agreement shall be governed by the laws of the State of New York.