

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of November 29, 2025, by and between:

TechCorp Solutions Inc. ("Disclosing Party"), a corporation organized under the laws of Delaware, and

InnovateLabs LLC ("Receiving Party"), a limited liability company organized under the laws of California.

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information relating to its business operations, technology, and trade secrets;

WHEREAS, the Receiving Party desires to receive such confidential information for the purpose of evaluating a potential business relationship;

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

1. 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, including but not limited to:

- Technical data, trade secrets, know-how, research, product plans, products, developments, inventions, processes, formulas, techniques, designs, drawings, engineering, hardware configuration information
- Software, source code, object code, algorithms, and documentation
- Business information including customer lists, supplier lists, financial information, marketing plans, business strategies

2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

- a) Hold and maintain the Confidential Information in strict confidence;
- b) Not disclose the Confidential Information to third parties without prior written consent;
- c) Not use the Confidential Information except for the Purpose stated above;
- d) Protect the Confidential Information with the same degree of care used to protect its own confidential information, but in no case less than reasonable care.

3. TERM

This Agreement shall remain in effect for a period of three (3) years from the Effective Date, unless earlier terminated by either party with thirty (30) days written notice.

4. RETURN OF MATERIALS

Upon termination or upon request by the Disclosing Party, the Receiving Party shall promptly return all Confidential Information and any copies thereof.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

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

DISCLOSING PARTY: TechCorp Solutions Inc.

By: _____

Name: Chief Legal Officer

Date: November 29, 2025

RECEIVING PARTY: InnovateLabs LLC

By: _____

Name: General Counsel

Date: November 29, 2025