

# **EMPLOYEE NON-DISCLOSURE AGREEMENT**

THIS EMPLOYEE NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the date of execution set forth below (the "Effective Date"), by and between:

DEEPSHIELD SYSTEMS, INC., a Delaware corporation with its principal place of business at 2200 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("Company")

and

The undersigned employee ("Employee")

## **1. RECITALS**

WHEREAS, in the course of employment with the Company, Employee will have access to and become acquainted with confidential and proprietary information relating to the Company's industrial cybersecurity and critical infrastructure protection business, including but not limited to its proprietary deep-layer security architecture, AI-driven threat detection systems, and specialized maritime protection solutions; and

WHEREAS, the Company desires to protect its confidential and proprietary information from unauthorized disclosure or use.

NOW, THEREFORE, in consideration of employment or continued employment with the Company and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **2. DEFINITIONS**

1 "Confidential Information" means any and all non-public information, whether in written, oral, electronic, or other form, including but not limited to:

- (a) Technical Information: Software code, algorithms, system architectures, technical specifications, research and development information, engineering processes, and cybersecurity methodologies;
- (b) Business Information: Customer lists, pricing strategies, market analyses, business plans, financial data, supplier relationships, and marketing strategies;
- (c) Product Information: Product designs, specifications, capabilities, and development roadmaps

related to the Company's industrial control system security solutions;

(d) Intellectual Property: Patents, trade secrets, copyrights, and other intellectual property owned or licensed by the Company;

(e) Customer Information: Identity of customers, customer requirements, and customer security configurations.

### **3. CONFIDENTIALITY OBLIGATIONS**

1 Non-Disclosure. Employee agrees to hold all Confidential Information in strict confidence and shall not disclose, communicate, transmit, or use any Confidential Information for any purpose other than performing Employee's duties for the Company.

2 Security Measures. Employee shall:

- (a) Use the same degree of care to protect Confidential Information that Employee uses to protect their own confidential information, but in no event less than reasonable care;
- (b) Not remove Confidential Information from Company premises without written authorization;
- (c) Return or destroy all Confidential Information upon request or termination of employment.

3 Permitted Disclosures. This Agreement shall not prohibit disclosure of Confidential Information:

- (a) As required by law or valid court order;
- (b) With the prior written consent of the Company;
- (c) As protected under applicable whistleblower laws.

### **4. INTELLECTUAL PROPERTY**

1 Company Ownership. Employee acknowledges that all Confidential Information and any derivatives thereof remain the exclusive property of the Company.

2 Assignment. Employee hereby assigns to the Company all right, title, and interest in any inventions, discoveries, or improvements conceived or developed using Confidential Information.

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

1 Term. This Agreement shall commence on the Effective Date and continue throughout Employee's employment and for a period of five (5) years following termination of employment.

2 Survival. Sections 2, 3, 4, 6, and 7 shall survive termination of this Agreement.

## **6. REMEDIES**

1 Injunctive Relief. Employee acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate. The Company shall be entitled to seek injunctive relief without posting bond.

2 Indemnification. Employee agrees to indemnify the Company for any losses, costs, or damages resulting from any breach of this Agreement.

## **7. GENERAL PROVISIONS**

1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to conflicts of law principles.

2 Severability. If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

3 Amendment. This Agreement may only be modified by written instrument signed by both parties.

4 Integration. This Agreement constitutes the entire agreement between the parties regarding confidentiality obligations and supersedes all prior agreements.

5 Assignment. This Agreement may not be assigned by Employee but may be assigned by the Company to any successor entity.

## **8. ACKNOWLEDGMENT**

Employee acknowledges reading and understanding this Agreement and has had the opportunity to consult with legal counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEEPSHIELD SYSTEMS, INC.

**By:** \_

**Name:** \_

**Title:**

**Date:**

EMPLOYEE:

**Signature:**

**Printed Name:** \_

**Date:**