# CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made effective as of _, 20 (the "Effective Date")**

BY AND BETWEEN:

**SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 1200 Innovation Drive, Suite 400, Boston, Massachusetts 02110 (the "Company")**

AND

**_, an individual residing at _ (the "Recipient")**

## 1. DEFINITIONS

1 "Confidential Information" means any and all non-public, confidential, or proprietary information disclosed by the Company to the Recipient, including but not limited to:

(a) The Company's Peak Performance Platform, including its architecture, algorithms, machine learning models, and implementation methodologies;

(b) Technical information, including software code, system designs, process flows, IoT integration protocols, and artificial intelligence frameworks;

(c) Business information, including customer lists, pricing strategies, market analyses, business plans, and financial projections;

(d) Trade secrets, know-how, inventions, and research and development activities;

(e) Client implementation strategies, methodologies, and project deliverables;

(f) Employee information, vendor relationships, and internal operational procedures; and

(g) Any other information designated as confidential by the Company.

## 2. CONFIDENTIALITY OBLIGATIONS

1 The Recipient agrees to:

(a) Maintain the strict confidentiality of all Confidential Information;

(b) Use Confidential Information solely for the purpose of performing duties for the Company;

(c) Not disclose Confidential Information to any third party without prior written consent;

(d) Implement appropriate security measures to prevent unauthorized access;

(e) Promptly notify the Company of any unauthorized disclosure or use; and

(f) Return or destroy all Confidential Information upon request or termination.

## 3. EXCLUSIONS

1 This Agreement does not apply to information that:

(a) Was publicly known prior to disclosure;

(b) Becomes publicly known through no fault of the Recipient;

(c) Was rightfully known by the Recipient before disclosure by the Company;

(d) Is independently developed by the Recipient without use of Confidential Information; or

(e) Is required to be disclosed by law or governmental order.

## 4. INTELLECTUAL PROPERTY

1 All Confidential Information remains the exclusive property of the Company.

2 No license or other rights to Confidential Information are granted or implied by this Agreement.

3 Any improvements, modifications, or derivatives of Confidential Information shall be owned exclusively by the Company.

## 5. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues indefinitely.

2 The confidentiality obligations survive termination for a period of five (5) years.

3 Sections relating to trade secrets shall survive indefinitely.

## 6. REMEDIES

1 The Recipient acknowledges that:

(a) A breach may cause irreparable harm to the Company;

(b) Monetary damages alone would be inadequate remedy;

(c) The Company shall be entitled to injunctive relief; and

(d) The Company may pursue any additional legal or equitable remedies.

## 7. RETURN OF MATERIALS

1 Upon request or termination, the Recipient shall:

(a) Return all physical Confidential Information;

(b) Delete all electronic copies;

(c) Destroy all notes and derivatives; and

(d) Certify compliance in writing within 10 business days.

## 8. GENERAL PROVISIONS

1 Assignment: This Agreement may not be assigned without prior written consent.

2 Modification: This Agreement may only be modified in writing signed by both parties.

3 Severability: If any provision is invalid, the remainder shall continue in effect.

4 Governing Law: This Agreement shall be governed by Delaware law.

5 Jurisdiction: The parties consent to exclusive jurisdiction in Delaware courts.

6 Integration: This Agreement constitutes the entire understanding between the parties.

7 Counterparts: This Agreement may be executed in counterparts.

## 9. ACKNOWLEDGMENT

1 The Recipient acknowledges:

(a) Reading and understanding this Agreement;

(b) Having opportunity to consult legal counsel; and

(c) Being bound by these terms voluntarily.

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

SUMMIT DIGITAL SOLUTIONS, INC.

**By:** _

**Name:** _

**Title:**

**Date:**

RECIPIENT:

**By:** _

**Name:** _

**Date:**

WITNESS:

**By:** _

**Name:** _

**Date:**