

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of January 1, 2023, by and between:

ControlSync Solutions, a Delaware corporation with principal offices at 1200 Innovation Parkway, Austin, TX 78758 ("Disclosing Party")

and

[Receiving Party Name], a [State of Incorporation] corporation with principal offices at [Address] ("Receiving Party")

1. DEFINITIONS

1.1 "Confidential Information" means all proprietary and confidential technical, business, and operational information disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

- Software architecture and source code
- Product roadmaps and development strategies
- Customer and prospect lists
- Financial performance data
- Operational methodologies
- Pricing models
- Technical specifications for industrial automation platforms
- Predictive maintenance algorithms

1.2 "Restricted Period" means the duration of this Agreement and five (5) years following termination.

1.3 "Purpose" means the evaluation of potential business collaboration or strategic partnership between the parties.

2. CONFIDENTIALITY OBLIGATIONS

2.1 Confidentiality Standard The Receiving Party shall: - Protect Confidential Information with the same degree of care used to protect its own proprietary information - Restrict access

to Confidential Information to employees and advisors with a legitimate need to know - Prevent unauthorized disclosure or use of Confidential Information

2.2 Permitted Disclosures Confidential Information may be disclosed only: - To employees and advisors who require access for the Purpose - With prior written consent of the Disclosing Party - When legally compelled by judicial or governmental order

3. EXCLUSIONS

Confidential Information does not include information that: - Is publicly available through no fault of the Receiving Party - Was known to the Receiving Party prior to disclosure - Is independently developed without use of Confidential Information - Is received from a third party without breach of confidentiality obligations

4. OWNERSHIP AND RETURN OF MATERIALS

4.1 All Confidential Information remains the exclusive property of the Disclosing Party.

4.2 Upon request, the Receiving Party shall: - Return all Confidential Information materials - Certify destruction of all copies and derivatives - Provide written confirmation of compliance

5. REMEDIES

5.1 The parties acknowledge that monetary damages may be inadequate to compensate for breach of confidentiality.

5.2 The Disclosing Party shall be entitled to seek injunctive relief in addition to other legal remedies.

6. TERM AND TERMINATION

6.1 This Agreement remains in effect for five (5) years from the effective date.

6.2 Confidentiality obligations survive termination of the Agreement.

7. MISCELLANEOUS

7.1 Governing Law This Agreement shall be governed by the laws of the State of Texas.

7.2 Entire Agreement This document constitutes the complete understanding between the parties.

7.3 Amendments Only written and signed modifications are valid.

8. SIGNATURES

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

ControlSync Solutions

By: _____ Name: Elena Rodriguez Title: Chief Legal Officer

[Receiving Party]

By: _____ Name: [Authorized Signatory] Title: [Title]