



Non-Disclosure Agreement

FOR GOOD CONSIDERATION, and in recognition of being associated with SMARTTRAK AI (hereafter referred to as the "Company" or "SMARTTRAK"), the undersigned employee, intern, or consultant (hereinafter referred to as the "Party") hereby agrees and acknowledges:

1) During the course of my affiliation with the Company, certain trade secrets may be disclosed to me. Said trade secrets include, but are not limited to:

- (a) Technical information: Methods, processes, formulae, compositions, systems, designs, documents (both hardcopy and softcopy), email and text correspondence, ideas, techniques, inventions, machines, computer programs, and research projects.
- (b) Business information: Client lists, client information, pricing data, supply sources, financial data, and marketing, production, or merchandising strategies.
- (c) All information related to assigned tasks shall not be shared with any third party, especially those in the product development and service industry.
- (d) All information gathered belongs to SMARTTRAK, and the Party shall not share it with anyone other than the management/staff who are actively involved with SMARTTRAK.
- (e) By signing this NDA, the Party confirms that their actions will not harm SMARTTRAK or its various ventures in any way, and will always act in SMARTTRAK's best interests.
- (f) If commuting for work is required, the Party will do so carefully and take full responsibility for their safety and security.
- (g) All ideas shared, discussed, and discovered during the Party's tenure at SMARTTRAK will remain confidential and will not be shared with a third party under any circumstances.

2) I agree that during, or at any time after the termination of my affiliation with the Company, I will not use for myself or others, or disclose to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

3) Upon the termination of my affiliation with the Company:

- (a) I shall return to the Company all documents and property, including but not limited to: designs, wireframes, codes, login credentials, reports, manuals, correspondence, client lists, computer programs, codes, stock images, and all other materials and copies thereof related in any way to the Company's business or obtained during the course of my affiliation. I further agree that I shall not retain copies, notes, or abstracts of the foregoing.
- (b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
- (c) This agreement shall be binding upon me and my heirs, executors, administrators and successors, and shall benefit the Company, its successors and assignees.



(a) The Company may notify any future or prospective employer or third party of the existence of this agreement and shall be entitled to full injunctive relief for any breach.

(b) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall insure to the benefit of the Company, its successors and assignees.

The terms of this signed agreement stand valid **until DATE**, or its termination by any party to this agreement with prior information to the satisfaction of the other party.

Signed this on **DATE**

Signature

Authorized Signature

Third Party Printed Name

Authorized Signatory Printed Name
