



NON-DISCLOSURE AGREEMENT



This Non-Disclosure Agreement ("Agreement") is entered into as of October 10, 2024, by and between:

Disclosing Party:

Ingoude Company
123 Anywhere St.
Any City 12345

Receiving Party:

Larana Inc.
123 Anywhere St.
Any City 12345

1. Definitions

- Confidential Information: Any financial reports, technical data, customer lists, or proprietary processes related to Ingoude Company's software development projects.
- Permitted Purpose: To evaluate a potential partnership between Ingoude Company and Larana Inc. for developing new software solutions.

2. Obligations of the Receiving Party

The Receiving Party agrees to:

- Keep all technical data and customer lists confidential.
- Use such information solely to evaluate the potential partnership.
- Take reasonable steps to prevent unauthorized disclosure.

3. Exclusions from Confidentiality

The Receiving Party's obligations shall not apply to any information that:

- Becomes publicly available through no fault of Larana Inc.;
- Is obtained from a third party without obligation of confidentiality;
- Is independently developed by Larana Inc. without reference to the Confidential Information;
- Is required to be disclosed under applicable law.

4. Return or Destruction of Materials

Upon termination of this Agreement, Larana Inc. will return or destroy all data provided by Ingoude Company.

5. Term

This Agreement shall remain in effect for 3 years from the Effective Date.

6. No License

No rights or licenses under any intellectual property of Ingoude Company are granted by this Agreement.

7. Governing Law

This Agreement is governed by the laws of the State of Any City

8. Entire Agreement

This Agreement represents the entire understanding between Ingoude Company and Larana Inc..

Disclosing Party:

Signature: _____

Name: Yaris Petros

Title: CEO, Ingoude Company

Date: October 10, 2024

Receiving Party:

Signature: _____

Name: Lars Peter

Title: CEO, Larana Inc.

Date: October 10, 2024

