

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between Cronus Technologies, Inc., d/b/a AfterQuery, (the "Discloser" or "AfterQuery") and the contractor identified below (the "Recipient"). The Discloser intends to provide certain confidential information to the Recipient in connection with the Recipient's performance of services for AfterQuery (the "Purpose"). In consideration of receiving such Confidential Information, the Recipient agrees as follows:

1. Definition of Confidential Information

"Confidential Information" means any information or data disclosed by the Discloser to the Recipient, whether in oral, written, electronic, or any other form, that is either (a) clearly marked or identified as "confidential" or "proprietary" at the time of disclosure, or (b) such that a reasonable person would understand it to be confidential given the nature of the information and the circumstances surrounding its disclosure. Confidential Information includes, but is not limited to, business plans, technical data, product plans, strategies, financial information, customer lists, and other sensitive business information.

2. Obligations of the Recipient

- (a) **Non-Disclosure.** The Recipient shall keep all Confidential Information strictly confidential and shall not, without the prior written consent of the Discloser, disclose or permit disclosure of any Confidential Information to any third party.
- (b) **Limited Use.** The Recipient shall use the Confidential Information solely for the Purpose and for no other purpose.
- (c) **Care.** The Recipient shall take reasonable steps to protect the confidentiality of the Confidential Information, at least equivalent to the care it uses for its own confidential information, but in no event less than a reasonable standard of care.
- (d) **Permitted Disclosures.** The Recipient may disclose Confidential Information only to its employees, agents, or subcontractors who (i) have a need to know such information for the Purpose, and (ii) are bound by confidentiality obligations no less protective than those set forth in this Agreement. The Recipient shall remain fully responsible for any breach of this Agreement by any such persons.

3. Exclusions

The obligations in Section 2 shall not apply to any information that:

- (a) was known to the Recipient without restriction prior to disclosure by the Discloser;
- (b) becomes publicly available through no act or omission of the Recipient;
- (c) is received from a third party without breach of any obligation of confidentiality; or
- (d) is independently developed by the Recipient without use of or reference to the Confidential Information.

If the Recipient is required by law, regulation, or court order to disclose any Confidential Information, the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing prior to making any such disclosure and cooperate with the Discloser in seeking a protective order or other appropriate remedy.

4. Disclaimer

All Confidential Information is provided "AS IS" without any warranties, express or implied, regarding its accuracy.

5. Ownership and No License

All Confidential Information shall remain the exclusive property of the Discloser. Nothing in this Agreement grants the Recipient any rights, by license or otherwise, to any of the Discloser's intellectual property or Confidential Information, except for the limited right to use such Confidential Information solely for the Purpose.

6. Term and Duration

This Agreement shall become effective on the Effective Date and remain in effect until terminated by either party upon thirty (30) days' written notice. Notwithstanding any termination, the Recipient's obligation to protect Confidential Information disclosed prior to termination shall survive for a period of five (5) years from the date of disclosure, except that any Confidential Information that qualifies as a trade secret shall be subject to an indefinite confidentiality obligation.

7. Return or Destruction of Confidential Information

Upon the Discloser's written request, the Recipient shall promptly return or destroy all materials containing Confidential Information, including all copies, notes, or summaries thereof.

8. Equitable Relief

The Recipient acknowledges that any breach of this Agreement may cause the Discloser irreparable harm for which monetary damages may be inadequate. Accordingly, the Discloser shall be entitled to seek injunctive or other equitable relief to enforce the terms of this Agreement, in addition to any other rights or remedies available at law or in equity.

9. No Assignment

This Agreement is personal to the Recipient and may not be assigned or transferred, in whole or in part, without the prior written consent of the Discloser.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. The Recipient agrees to submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, California for any disputes arising out of or relating to this Agreement.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties. The failure of the Discloser to enforce any provision of this Agreement shall not be construed as a waiver of that provision.

IN WITNESS WHEREOF, the parties have executed this One-Sided Non-Disclosure Agreement as of the dates set forth below.

AfterQuery (Discloser)

Signature: 

Name: Spencer Mateega

Title: Co-founder & CEO

Date: Effective as of the date of last signature

Contractor (Recipient)

Signature: _____

Name: _____

Title: _____

Date: _____