NON-DISCLOSURE AGREEMENT BETWEEN COMPANY & STUDENT

Purpose	The *purpose* of a mutual *NDA* is to protect sensitive information that may be shared between the interns during the course of their business dealings InFLOWS software, algorithms as well the go-to-market strategy and any proprietary material.
Effective Date	May 28th , 2024
Term	One year from the Effective Date, unless ended earlier by termination of either party.
Survival Period	The terms of this agreement shall survive for a period of three (3) years after the Term.

THIS AGREEMENT (hereinafter the "Agreement") is effective as of **May 28th 2024** by and between _____("STUDENT") and **InFLOWS AI Corp**, with a business address at **_1411 Broadway, 10018 New York_** ("COMPANY"), hereafter the "DISCLOSING PARTY" or the "RECEIVING PARTY" as applicable).

A.   "CONFIDENTIAL INFORMATION" means scientific, mathematical or technical information, and other similar information that is clearly marked as "CONFIDENTIAL INFORMATION."   If CONFIDENTIAL INFORMATION is orally or visually disclosed, such CONFIDENTIAL INFORMATION will be identified as CONFIDENTIAL INFORMATION at the time of disclosure, and must be reduced to writing by the DISCLOSING PARTY and provided to the RECEIVING PARTY within thirty (30) days of such disclosure.

B.   The RECEIVING PARTY shall not, without the prior written consent of the DISCLOSING PARTY: (i) use CONFIDENTIAL INFORMATION other than for the PURPOSE; or (ii) disclose CONFIDENTIAL INFORMATION to persons other than the RECEIVING PARTY's employees who have a need to know such CONFIDENTIAL INFORMATION in order to carry out the PURPOSE and who agree to be bound by the obligations of confidentiality set forth under this Agreement.

C.   The obligations of confidentiality under this Agreement do not apply to any information that: i) was known to the receiving PARTY prior to receipt thereof from the disclosing PARTY, ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving PARTY, iii) is acquired by the receiving PARTY from a third PARTY entitled to disclose the information to it, iv) receiving PARTY develops independent of the other PARTY's CONFIDENTIAL INFORMATION, or v) is required to be disclosed by law, regulation, or order of a competent authority, in which case receiving PARTY, where practicable and to the extent legally able, will give DISCLOSING PARTY reasonable advance notice of the intended disclosure.

D.   The obligations of confidentiality under this Agreement shall survive termination or expiration of this Agreement for a period of three (3) years.

E.   This Agreement is not intended to create a joint venture, partnership, or formal business entity of any kind. Each PARTY shall act as an independent contractor. The furnishing of CONFIDENTIAL INFORMATION shall not obligate either PARTY to enter into any further agreement or negotiation with the other, or to refrain from entering into any agreement or negotiation with any other third party.

F.   "Intellectual Property Rights" means rights in information and other intangible property recognized in any applicable jurisdiction worldwide, including rights in (i) patents, patent applications, continuations, continuations in part, divisions, reissues, and foreign equivalents thereof; (ii) utility models; (iii) registered or unregistered copyrights, including renewals; (iv) registered and unregistered trademarks and service marks, and all goodwill connected with the use of the foregoing; (v) registered and unregistered business names, domain names and associated IP addresses;

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(vi) trade secrets and any other data or information which provides value of a competitive advantage to its holder by not being publicly known, including without limitation, the Submissions and any financial models, trading strategies and other confidential materials made available by Company; (vii) computer programs, operating systems, applications, firmware and other code, including source code, object code, application programming interfaces, data files, databases, protocols, specifications and other documentation thereof. "Background IP" means, as to each Party, all Intellectual Property Rights created, developed or acquired by or on behalf of such Party prior to or independent of this Agreement.

G.   Background IP. Each Party shall remain the sole and exclusive owner of all right, title and interest in and to its Background IP.

H.   Student is a student at the University of California, Berkeley ("University"). Student warrants and represents that a.) Student has no intellectual property assignment obligation to University with respect to the Subject IP, and b.) Student's Confidential Information and Intellectual Property Rights do not include any Confidential Information or Intellectual Property Rights of the University. The parties agree that University is not a party to this Agreement and has no obligations to either party. As between Student and Company, no part of the Confidential Information or Intellectual Property exchanged or developed for the Purpose shall require or make use of University laboratory facilities, gift or sponsorship funds, or Intellectual Property Rights.

I.   Intellectual Property Assignment. The Parties acknowledge and agree that any and all Intellectual Property Rights created, developed, conceived of and first reduced to practice, or authored by Student during the Term for the Purpose ("Subject IP") shall be owned solely and exclusively by Company.

J.   EXCEPT AS PROVIDED IN ARTICLE H, NEITHER PARTY GRANTS ANY WARRANTY OR GUARANTEE, OR MAKES ANY REPRESENTATION WITH RESPECT TO ANY DISCLOSED INFORMATION, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

K.   This Agreement will be governed by the laws of the State of California, without regard to conflict of law provisions.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their duly authorized representatives.

STUDENT NAME	**COMPANY**
Signature:	Signature: AK
Name: Mahit Namburu	Name: Abdou KANE
Title: Student	Title: CEO – VP of AI
Date: 04-27-24	Date: April 26th, 2024