

NON-DISCLOSURE AGREEMENT (NDA) / IP Protection

I. THE PARTIES. This Non-Disclosure Agreement, hereinafter known as the “Agreement”, created on 11th day of December 2021, is by and between In-Home Cooking LLC, hereinafter known as “Party A”, and Vishal R, hereinafter known as “Party B”, and collectively known as the “Parties”.

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure and use of the confidential and proprietary information owned by In-Home Cooking. The Parties agree as follows:

II. TYPE OF AGREEMENT.

☒ - **Unilateral.** This Agreement shall be Unilateral, whereas, Party A shall have sole ownership of the Confidential Information with Party B being prohibited from disclosing confidential and proprietary information that is to be released by the Party B.

☐ - **Mutual.** This Agreement shall be Mutual, whereas, the Parties shall be prohibited from disclosing confidential and proprietary information that is to be shared between one another.

III. RELATIONSHIP. The Party A's relationship to Party B can be described as **Client** and Party B's relationship to Party A can be described as **Developer**

IV. DEFINITION. For the purposes of this Agreement, the term “Confidential Information” shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all, work products, studies and other material prepared by or in the possession or control of the other Party, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

- (a) information generally available to the public;
- (b) widely used programming practices or algorithms; and
- (d) information independently developed without the use of any of the provided Confidential Information.

V. OBLIGATIONS. The obligations of Party B shall be to always hold and maintain the Confidential Information in the strictest of confidence and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If

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any such Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. Party B shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, Party B shall be bound to return any and all materials to the Requesting Party within 30 days.

VI. TIME PERIOD. The bounded Party's(ies') duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

VII. INTEGRATION. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

VIII. SEVERABILITY. If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties. **IX. ENFORCEMENT.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

X. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Washington, D.C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

1st Party's Signature _____ *Mark Jallayu* _____ Date: 12/11/2021

Print Name: Mark Jallayu

2nd Party's Signature _____ Date _____

Print Name _____