

MASTER NON-DISCLOSURE, PROPRIETARY RIGHTS, AND RESTRICTIVE COVENANTS AGREEMENT

Effective Date: March 1, 2026

PARTIES:

Company (Disclosing Party): OmniTech Global Innovations LLC, a Delaware Limited Liability Company, located at 8820 Silicon Boulevard, Suite 500, San Francisco, CA 94105. Phone: 1-800-555-8732 ("Company").

Freelancer (Receiving Party): Alex J. Mercer, residing at 4242 Maple Drive, Apt 3C, Portland, OR 97204 ("Freelancer").

RECITALS: **WHEREAS**, the Company is engaged in the highly competitive business of technology research, software development, artificial intelligence, digital marketing, and global consulting; **WHEREAS**, the Freelancer desires to be engaged by the Company as an independent contractor to provide certain services (the "Engagement"); **WHEREAS**, in the course of the Engagement, the Freelancer will be granted access to highly sensitive, valuable, and proprietary business and technical information belonging to the Company; **WHEREAS**, the Company considers its Confidential Information and Intellectual Property to be its most valuable assets and requires strict protection of such assets as a material condition precedent to engaging the Freelancer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions:

1. EXHAUSTIVE DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" shall mean any and all information, regardless of whether it is in written, oral, electronic, optical, or other form, and whether or not specifically marked as "Confidential," provided by the Company or accessed by the Freelancer. This includes, but is absolutely not limited to: **a) Technical Information:** Source code, object code, APIs, algorithms, software architecture, database schemas, machine learning models, training data, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, and hardware configurations. **b) Business Information:** Business plans, financial models, pricing structures, profit margins, cost data, tax records, marketing strategies, sales projections, unreleased product roadmaps, and strategic partnerships. **c) Third-Party Information:** Client lists, customer preferences, personally identifiable information (PII) of users, vendor lists, supplier contracts, and any information the Company is obligated to keep confidential by third parties. **d) Derived Information:** Any notes, analyses, compilations, studies, interpretations, or other documents prepared by the Freelancer that contain, reflect, or are based upon, in whole or in part, the information furnished to the Freelancer by the Company.

2. STRICT OBLIGATIONS OF THE RECEIVING PARTY

a) Standard of Care: The Freelancer agrees to hold all Confidential Information in the strictest, absolute confidence. The Freelancer shall exercise the highest possible degree of care, and in no event less than a reasonable degree of care, to prevent unauthorized disclosure. **b)**

Prohibition on Use and Duplication: The Freelancer shall not use the Confidential Information for any purpose whatsoever other than the direct performance of approved services for the Company. The Freelancer shall not copy, reproduce, or store any Confidential Information on unapproved personal devices or cloud networks. **c) No Reverse Engineering:** The Freelancer explicitly agrees not to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying structure of any software, hardware, or confidential models provided by the Company. **d) Security Standards:** The Freelancer must implement enterprise-grade, state-of-the-art cybersecurity measures, including zero-trust architecture, multi-factor authentication, and end-to-end encryption. The Freelancer assumes absolute, strict financial liability for any data breaches, leaks, or hacks originating from the Freelancer's networks, devices, or negligence. **e) Compelled Disclosure:** If the Freelancer is legally compelled by a court or government agency to disclose Confidential Information, they must immediately notify the Company in writing within twenty-four (24) hours, allowing the Company sufficient time to seek a protective order.

3. ABSOLUTE INTELLECTUAL PROPERTY AND INVENTIONS ASSIGNMENT

a) Work Made for Hire: The Freelancer acknowledges that all work performed under the Engagement shall be considered a "work made for hire" under the United States Copyright Act (17 U.S.C. § 101 et seq.), and the Company shall be the sole and exclusive author and owner of all rights therein. **b) Broad Assignment of All Rights:** To the extent any work does not qualify as a work made for hire, the Freelancer hereby irrevocably and unconditionally assigns, transfers, and conveys to the Company, without further compensation, all worldwide rights, title, and interest in and to any and all ideas, inventions, discoveries, designs, software, code, algorithms, creative works, patents, trademarks, copyrights, and intellectual property ("Inventions"). **c) Pre-existing, Unrelated, and Future Works:** This sweeping assignment applies to all Inventions created, conceived, or reduced to practice by the Freelancer during the entire term of the relationship with the Company, **whether or not they are related to the Company's business, whether or not they were created during normal working hours, and whether or not they were created using the Company's equipment.** Any side projects, personal applications, open-source contributions, or independent freelance work created by the Freelancer during the term of this Agreement shall automatically become the sole, exclusive property of the Company. **d) Power of Attorney:** In the event the Company is unable, for any reason, to secure the Freelancer's signature on any document needed to apply for or prosecute any patent, copyright, or other right, the Freelancer hereby irrevocably designates and appoints the Company and its duly authorized officers as their agent and attorney-in-fact to act for and on their behalf to execute such documents. **e) Absolute Moral Rights Waiver:** The Freelancer unconditionally waives any and all "moral rights," rights of paternity, integrity, disclosure, and withdrawal to the Inventions anywhere in the world, granting the Company the right to alter, edit, mutilate, or destroy the work without credit, attribution, or notification.

4. DRACONIAN RESTRICTIVE COVENANTS

a) Global Non-Competition: The Freelancer agrees that during the term of their engagement and for a continuous period of **sixty (60) months (5 years)** following the termination of the engagement for any reason, the Freelancer shall not, directly or indirectly, as an employee, employer, consultant, agent, principal, partner, shareholder, corporate officer, board member, or in any other individual or representative capacity, engage or participate in any business that operates within the technology, software development, artificial intelligence, digital marketing, or consulting sectors **anywhere in the world.** **b) Non-Solicitation of Personnel:** For a period of **sixty (60) months (5 years)** following termination, the Freelancer shall not, directly or indirectly, solicit, recruit, induce, attempt to hire, or hire any current or former employee, contractor, or consultant of the Company to leave the Company's employment or to work for a competing enterprise. **c) Non-Solicitation of Clients and Vendors:** During the same five-year period, the Freelancer shall not contact, solicit, or attempt to divert any client, customer, vendor, supplier, or business partner of the Company with whom the Freelancer had contact or about whom the Freelancer gained Confidential Information. **d) Non-Disparagement:** The Freelancer shall not, at any time during or after the Engagement, make any public or private statements, comments, or communications (including on social media, review sites, or to the press) that disparage, criticize, or cast in a negative light the Company, its products, services, executives, board members, or employees.

5. RETURN OF MATERIALS AND FORENSIC AUDIT

Upon the Company's request, or immediately upon the termination of the Freelancer's engagement, the Freelancer must: a) Immediately return all materials, hardware, devices, records, drives, and copies containing or relating to Confidential Information. b) Permanently delete all Confidential Information from all personal devices, cloud storage environments, email accounts, and local networks. c) Provide the Company with a **Sworn Affidavit of Destruction** signed under penalty of perjury. d) Submit to, and personally pay the full cost of, a comprehensive forensic IT audit conducted by a Company-appointed third-party security firm. This firm shall be granted unfettered physical and digital access to the Freelancer's personal computers, smartphones, and private cloud storage to verify the complete eradication of Company assets.

6. INDEMNIFICATION, INJUNCTIVE RELIEF, AND LIQUIDATED DAMAGES

a) Indemnification: The Freelancer agrees to defend, indemnify, and hold harmless the Company, its affiliates, officers, directors, and employees from any and all claims, liabilities, damages, losses, costs, and expenses (including actual attorneys' fees) arising out of or resulting from the Freelancer's breach of this Agreement. **b) Injunctive Relief:** The Freelancer acknowledges that a breach of this Agreement will cause incalculable and irreparable harm to the Company for which monetary damages alone would be woefully inadequate. The Company shall be entitled to seek immediate temporary, preliminary, and permanent injunctive relief without the necessity of proving actual damages or posting a bond. **c) Liquidated Damages:** In the event of a breach of the Non-Compete (Section 4a), Non-Solicitation (Section 4b/4c), or IP Assignment (Section 3) clauses, the Freelancer agrees to pay the Company strictly enforceable liquidated damages in the amount of **\$500,000.00 USD per occurrence**, plus any actual profits gained by the Freelancer as a result of the breach. The parties stipulate this is a reasonable estimate of minimum damages and not an unenforceable penalty.

7. TERM AND SURVIVAL

The obligations of confidentiality under this Agreement shall survive the termination of the Freelancer's engagement and shall continue **in perpetuity** for Trade Secrets and source code, and for a period of **twenty-five (25) years** for all other categories of Confidential Information. The restrictive covenants and IP assignments shall survive per their stated terms.

8. MISCELLANEOUS BOILERPLATE PROVISIONS

a) Governing Law and Venue: This Agreement shall be governed exclusively by the laws of the State of Delaware, without regard to its conflict of laws principles. Any dispute must be resolved exclusively through private, binding, non-appealable arbitration in Wilmington, Delaware. **b) Waiver of Jury Trial and Fee Shifting:** The Freelancer explicitly, knowingly, and voluntarily waives any right to a trial by jury. Furthermore, in any legal action, the Freelancer agrees to bear 100% of the costs of arbitration, including the Company's attorney fees and expert witness fees, absolutely regardless of the outcome or who prevails in the action. **c) Severability:** If any provision of this Agreement is held to be overly broad, unreasonable, or unenforceable by a court of competent jurisdiction, such provision shall be "blue-penciled" or modified to the minimum extent necessary to make it enforceable, and all other provisions shall remain in full force and effect. **d) Entire Agreement:** This Agreement constitutes the entire, fully integrated agreement between the parties regarding the subject matter herein, superseding all prior or contemporaneous agreements, representations, or understandings, whether written or oral. **e) Assignment:** The Company may assign this Agreement freely and without notice. The Freelancer may not assign, subcontract, or delegate any rights or obligations under this Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Master Non-Disclosure, Proprietary Rights, and Restrictive Covenants Agreement as of the Effective Date.

OMNITECH GLOBAL INNOVATIONS LLC

Signature: _____

Name: Richard Vance

Title: Chief Legal Officer / General Counsel

FREELANCER

Signature: _____

Name: Alex J. Mercer

Title: Independent Contractor