

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of September 21, 2025, by and between:

Disclosing Party: TechNova Innovations Inc.

Address: 4572 Silicon Valley Blvd, San Jose, CA 95134, USA

Receiving Party: Orion Data Solutions LLC

Address: 88 Hudson Avenue, Suite 300, New York, NY 10013, USA

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the purpose of exploring a potential strategic partnership involving data integration services and joint product development.

2. Definition of Confidential Information

"Confidential Information" means any non-public technical, business, or financial information disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

Source code, product designs, prototypes

Marketing strategies, customer lists

Financial data, pricing models

Trade secrets and proprietary processes

Confidential Information may be disclosed in written, oral, electronic, or any other form.

3. Obligations of Receiving Party

The Receiving Party agrees to:

- a. Keep all Confidential Information in strict confidence using at least the same degree of care used to protect its own confidential materials;
- b. Not disclose any Confidential Information to any third party without prior written consent from the Disclosing Party;
- c. Use the Confidential Information solely for the purpose set out in this Agreement.

4. Exclusions

The obligations of this Agreement do not apply to any information that:

- a. Was lawfully known to the Receiving Party before disclosure;
- b. Becomes publicly available through no breach of this Agreement;
- c. Is lawfully obtained by the Receiving Party from another source not under obligation of confidentiality;
- d. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's information.

5. Term

This Agreement shall remain in effect for 3 years from the date of execution, or until the Confidential Information no longer qualifies as confidential, whichever occurs first.

6. Return of Materials

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials and documents containing Confidential Information.

7. No License

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Confidential Information, patents, or copyrights of the Disclosing Party.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Disclosing Party

TechNova Innovations Inc.

Signature: _____

Name: Julia Chen

Title: Chief Technology Officer

Date: September 21, 2025

Receiving Party

Orion Data Solutions LLC

Signature: _____

Name: Marcus Bell

Title: Managing Director

Date: September 21, 2025