**ONE-WAY NONDISCLOSURE AGREEMENT**

THIS NONDISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of December 19th, 2023 among **Jessica Horowitz** (“Horowitz”) **Alif Jakir** (“Jakir”) and **Darrell Irvine** (“Irvine”).

# Purpose. Horowitz and Jakir wish to disclose certain technical information, product designs and other related information so that Irvine can help them with business advice including prospective financing sources. Horowitz and Jakir may disclose to Irvine certain confidential technical information which Horowitz and Jakir desire Irvine to treat as confidential.

# “Confidential Information” means any information disclosed to Irvine by Horowitz or Jakir, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation powerpoint presentations, documents, prototypes, samples, or plans. Confidential Information may also include information disclosed to Horowitz or Jakir by third parties. Confidential Information shall not, however, include any information which Irvine can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Irvine by Horowitz or Jakir; (ii) becomes publicly known and made generally available after disclosure to Irvine by Horowitz or Jakir through no action or inaction of Irvine; or (iii) Irvine establishes by competent proof it was in his possession at the time of disclosure by Horowitz or Jakir and was not acquired, directly or indirectly, from Horowitz or Jakir as shown by Irvine’s files and records immediately prior to the time of disclosure.

# Non-use and Non-disclosure. Irvine shall not use any Confidential Information for any purpose except to assist Horowitz and Jakir. Irvine shall not disclose any Confidential Information to third parties except where such disclosure is expressly or impliedly authorized. Irvine shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Horowitz’s or Jakir’s Confidential Information and which are provided to Irvine hereunder.

# Maintenance of Confidentiality. Irvine agrees that he shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Irvine shall take at least those measures that Irvine takes to protect his own highly confidential information. Irvine shall not make any copies of Confidential Information unless the same are previously approved in writing by Horowitz or Jakir. Irvine shall reproduce their proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Irvine shall immediately notify Horowitz or Jakir in the event of any unauthorized use or disclosure of the Confidential Information.

# No Obligation. Nothing herein shall obligate any party to proceed with any business relationship between them, and each party reserves the right, in their sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

# No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” HOROWITZ AND JAKIR MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

# Return of Materials. All documents including those in electronic form and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Irvine shall be and remain the property of Horowitz or Jakir and shall be promptly deleted or returned to Horowitz or Jakir upon Horowitz’s or Jakir’s request, except for a single copy thereof which may be retained by the receiving party’s legal counsel for the sole purpose of determining the scope of obligations incurred under this Agreement.

# No License. Nothing in this Agreement is intended to grant any rights, expressed or implied, to Irvine under any design, patent, mask work right or copyright of Horowitz or Jakir, nor shall this Agreement grant Irvine any rights in or to Confidential Information or any information of third parties, except as expressly set forth herein.

# Term. This Agreement shall survive for a term of **three (3) years** from the date written above or earlier if the Confidential Information disclosed hereunder no longer qualifies as a trade secret or becomes publicly known and made generally available through no action or inaction of Irvine.

# Remedies. Irvine agrees that any violation or threatened violation of this Agreement will cause irreparable injury to Horowitz or Jakir, entitling them to obtain injunctive relief in addition to all legal remedies.

# Irvine Information. Horowitz or Jakir do not wish to receive any confidential information from Irvine or any third-party confidential information, and Horowitz and Jakir assume no obligation, either express or implied, with respect to any such information disclosed by Irvine.

# Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without reference to conflict of laws principles. Any action or lawsuit shall be brought in Suffolk Superior Court (Massachusetts). This document contains the entire agreement between the parties with respect to the subject matter hereof. 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 Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

# JESSICA HOROWITZ DARRELL IRVINE

Signature: Signature:

ALIF JAKIR

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_