**NONDISCLOSURE AGREEMENT**

THIS NONDISCLOSURE AGREEMENT (this “Agreement”) is made on \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_, 2025 between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Recipient”), and World Moto Clash (“WMC”).

1. ***Purpose***. The parties wish to explore a business opportunity (the “Opportunity”), and in connection with the Opportunity, WMC has disclosed and may further disclose to the Recipient confidential business information that WMC desires the Recipient to treat as confidential.
2. “***Confidential Information***” means (a) any information disclosed by WMC to Recipient, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, documents, drawings, business process information, financial analyses, forecasts, formulas, know-how, ideas, inventions, market information, marketing plans, processes, financial and other products and plans therefore, research, specifications, trade secrets or any other information (collectively, the “Disclosed Materials”) and (b) any information otherwise obtained, directly or indirectly, by a receiving party through inspection, review or analysis of the Disclosed Materials. Confidential Information shall include, without limitation, data, text, pictures, audio, video, logos and copy. Confidential Information may also include information of a third party that is in the possession of WMC and is disclosed to Recipient pursuant to this Agreement. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by WMC; (ii) becomes publicly known and made generally available after disclosure by WMC to Recipient through no action or inaction of Recipient; (iii) is already in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by WMC as shown by Recipient’s files and records immediately prior to the time of disclosure; (iv) is obtained by Recipient from a third party lawfully in possession of such information and without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to WMC Confidential Information, as shown by documents and other competent evidence in Recipient’s possession.
3. ***Non-use and Non-disclosure***. Recipient agrees not to use any Confidential Information of WMC for any purpose except to evaluate and engage in discussions concerning the Opportunity. Recipient agrees not to disclose any Confidential Information of WMC, except that, subject to Section 4 below, Recipient may disclose Confidential Information to those employees (or those acting in a similar capacity to employees) of Recipient who are required to have the information in order to evaluate or engage in discussions concerning the Opportunity. If Recipient is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, Recipient will provide WMC with prompt written notice of such requirement so that WMC may seek a protective order or other appropriate relief. Subject to the foregoing sentence, such Recipient may furnish that portion (and only that portion) of the Confidential Information that Recipient is legally compelled or is otherwise legally required to disclose; provided, however, that Recipient provides such assistance as WMC may reasonably request in obtaining a protective order or other relief to prevent the disclosure of WMC’s Confidential Information.
4. ***Maintenance of Confidentiality***. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of WMC. Recipient shall ensure that its employees (and those acting in a similar capacity to employees) who have access to Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions of this Agreement prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information, except for internal use in evaluating the Opportunity, or except upon WMC’s prior written approval. Recipient shall reproduce WMC’s proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. A party receiving Confidential Information shall promptly notify the party disclosing such Confidential Information of any use or disclosure of such Confidential Information in violation of this Agreement of which Recipient becomes aware.
5. ***No Obligation***. Nothing in this Agreement shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.
6. ***No Warranty***. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” WMC MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
7. ***Return of Materials***. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by WMC, and all copies or extracts thereof that are in the possession of Recipient, shall be and remain the property of WMC and shall be promptly returned to WMC upon WMC’s written request. Notwithstanding the foregoing, Recipient may retain in the offices of its legal advisor a single archival copy of any written or photographic Confidential Information provided by WMC under this Agreement, which copy shall only be used by Recipient and its legal advisors in connection with the review of its obligations under this Agreement.
8. ***No License***. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, copyright, trade secret or other intellectual property right of WMC, nor shall this Agreement grant Recipient or any other party besides WMC any rights in or to the Confidential Information. Without limiting the generality of the foregoing, WMC shall be free to use the residuals of any information received from the Recipient for any purpose, subject only to the obligations with respect to disclosure of such party’s confidential information set forth in a separate agreement with such party. The term “residuals” shall mean that information in nontangible form which may be retained by those employees or contractors of WMC who have had access to information disclosed by Recipient to WMC.
9. ***Term***. The obligations of Recipient under this Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient, but in no event more than five (5) years after the last disclosure of Confidential Information under this Agreement.
10. ***Availability of Equitable Relief***. Recipient understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to WMC and that money damages will not provide an adequate remedy for such breach or threatened breach, and both parties hereby agree that, in the event of such a breach or threatened breach, WMC will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. WMC’ rights under this Agreement are cumulative, and WMC’ exercise of one right shall not waive WMC’ right to assert any other legal remedy.
11. ***Severability***. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
12. ***Counterparts and Facsimiles****.* The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals.
13. ***Miscellaneous***. This Agreement shall benefit and bind the parties and their respective successors, heirs, legal representatives and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of WMC. This Agreement shall be governed by the laws of California without regard to California’s conflicts of law rules that would require the application of the laws of another state. This Agreement constitutes the entire agreement between the parties with respect to the Opportunity and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of WMC except as set forth in this Agreement. No provision of this Agreement may be waived except by a writing executed by the party against whom the waiver is to be effective. WMC’s failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent WMC from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties to this Agreement.

In witness whereof, the parties executed this Agreement by their duly-authorized representatives, as of the date first written above.

**World Moto Clash Recipient:**

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Stanford W. Crane, Jr. Name:

Title: CEO Title: