NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on **October 19, 2026** between **InnovateTech Corporation** ("Disclosing Party") and **Strategic Consulting Partners LLC** ("Receiving Party").

1. PURPOSE AND BACKGROUND

1.1 Purpose of Disclosure

The purpose of this disclosure is:

> Evaluation of potential business partnership and technology licensing opportunities

1.2 Effective Date and Term

This Agreement shall be effective as of **October 19, 2026** and shall remain in effect for a period of **3 years years** from the effective date.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1 Confidential Information

For purposes of this Agreement, "Confidential Information" means:

> Proprietary software algorithms, customer databases, financial information, and strategic business plans

Confidential Information includes, but is not limited to:

- Technical data, know-how, research, product plans, products, services, customers
- Customer lists, markets, software, developments, inventions, processes, formulas
- Technology, designs, drawings, engineering, hardware configuration information
- Marketing strategies, finances, or other business information

2.2 Exclusions

Confidential Information does not include information that:

- Is or becomes generally available to the public through no breach of this Agreement
- Was known to Receiving Party prior to disclosure by Disclosing Party
- Is received from a third party without breach of any confidentiality obligation
- Is independently developed by Receiving Party without use of Confidential Information

3. OBLIGATIONS OF RECEIVING PARTY

3.1 Non-Disclosure

Receiving Party agrees to hold all Confidential Information in strict confidence and not to disclose such information to any third parties without the prior written consent of Disclosing Party.

3.2 Non-Use

Receiving Party agrees not to use Confidential Information for any purpose other than evaluating potential business opportunities with Disclosing Party.

3.3 Standard of Care

Receiving Party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

4. RETURN OF INFORMATION

4.1 Return Obligation

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

5. REMEDIES

5.1 Injunctive Relief

Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party, for which monetary damages may be inadequate. Therefore, Disclosing Party shall be entitled to seek injunctive relief to enforce this Agreement.

6. GENERAL PROVISIONS

6.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **California**.

6.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements.

6.3 Amendment

This Agreement may only be amended by a written instrument signed by both parties.

SIGNATURES

The parties execute this Agreement as of the date first written above.

DISCLOSING PARTY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

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