

## MUTUAL NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

**THIS MUTUAL NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT** (the "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between **INITUS TECHNOLOGIES INC.**, a corporation incorporated under the laws of the State of Texas ("**Initus**"), and \_\_\_\_\_, a corporation incorporated under the laws of the State/Province of \_\_\_\_\_ (the "**Discussions Participant**");

(each a "**Party**", and collectively the "**Parties**").

### 1. Introduction.

The Parties intend to engage, or have engaged, in discussions regarding certain proprietary technical and commercial information and the provision of information technology consulting and development services (the "Services Discussions"), during the course of which the Parties may have access to or receive information from the other Party, including but not limited to information relating to work product or product description, PDF print files, ideas, data, processes, techniques, inventions, plans, drawings, documents, reports, photographs, samples, technologies, designs, research, customer lists, cost structure, sales, marketing activities or plans, financial or operational information, or creative activities. All such information, including any materials embodying such information, all of which is designated as confidential, whether disclosed orally or in written (including electronic) form or otherwise, shall be considered by both Parties as proprietary and confidential ("Confidential Information"). The Party disclosing its Confidential Information to the other Party (the "Disclosing Party") may use reasonable efforts to summarize the content of oral disclosures which are proprietary or confidential, but failure to provide such summary shall not affect the nature of the Confidential Information disclosed, if such Confidential Information was identified as confidential or proprietary when orally disclosed or by its nature ought reasonably considered to be confidential

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Where a Party acts as a subcontractor to the other Party for the purposes of Services Discussions, Confidential Information disclosed or accessed by the sub-contracting Party directly from the other Party's customer will be deemed to have been accepted under the same terms as if disclosed by the other Party or accessed from the other Party.

### 2. Use of Confidential Information.

The Party receiving Confidential Information of the other Party (the "**Receiving Party**") may use the Confidential Information only if needed for the purpose of the Services Discussions and any services that a Party requests the other Party to provide in relation to or as a result of the Services Discussion. The Parties agree that should the Services Discussions lead to any such services being requested, the Parties shall take commercially reasonable steps to promptly enter a subsequent agreement relating thereto that includes terms to protect the Confidential Information that supersedes this Agreement.

### 3. Non-Disclosure.

As consideration for having access to or receiving any Confidential Information, the Receiving Party agrees it shall use the same efforts to protect the confidentiality of the Confidential

Information as it uses to protect its own proprietary information or industry standards, whichever are higher. The Receiving Party shall not disclose or disseminate, or permit any of its employees or contractors to disclose or disseminate, the Confidential Information to any third party without prior written consent from the Disclosing Party. In no event shall the Receiving Party use the Disclosing Party's Confidential Information to compete with the Disclosing Party, directly or indirectly, without the express written approval of the Disclosing Party. The undertakings and obligations of the Disclosing Party under this paragraph 3 shall not apply, however, to any information which it can establish to have: (i) become publicly known through no action on its part; (ii) been known by it prior to receipt; (iii) been independently developed by it; (iv) been approved for public release by written authorization; or (v) been required to be disclosed by law, or to a competent court, government or regulatory body.

#### **4. Return of Confidential Information.**

Upon the termination of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly deliver to the Disclosing Party all files, documents, computer programs (including all source code, executable code, object code, and any other formats thereof) and other media (and all copies and reproductions of any of the foregoing) in its possession or control, to the extent that it contains Confidential Information. Upon the request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing Confidential Information (including all copies thereof) have been returned to the Disclosing Party.

#### **5. Non-Solicitation.**

Each Party agrees it shall not solicit the employment, directly or indirectly, of the other Party's employees or contractors during the period of any business discussions between the two Parties to this Agreement and for a period of one (1) year thereafter, without the prior express written approval of such other Party, provided that this restriction shall not prevent general advertising of contractor or employment opportunities not specifically directed to such contractors or employees.

Each Party agrees it shall not solicit, directly or indirectly, any Customers or potential Customers of the other Party during the period of any business discussions between the two Parties to this Agreement and for a period of one (1) year thereafter, without the prior express written approval of such other Party. For purposes of this Agreement, the term "Customer" shall include (a) all Customers with whom a Party has worked during the term of this Agreement, (b) Customers of a Party to whom the other Party has been introduced via this Agreement, and (c) businesses which are affiliated (through ownership or control, such as portfolio companies) with the Customer described in clauses (a) and (b) of this sentence. Notwithstanding the foregoing, and for greater certainty, nothing herein shall prevent a Party from (i) entering into direct agreements with the Customers of the other Party, if requested and directed by such Party in connection with the performance of the services contemplated by the Services Discussions, (ii) continuing to work with, extending or entering into new agreements with existing Customers of such Party, and (iii) entering into agreements and working with affiliated companies who subsequently become Customers of the other Party, provided that such affiliated companies are not the subject of any services provided by the other Party.

#### **6. Receiving Party Confidential Information.**

The Receiving Party agrees that it shall not divulge to the Disclosing Party, or incorporate into any work performed for the Disclosing Party, any confidential or proprietary information, which they may possess from third parties.

## **7. No License or Representation.**

This Agreement does not require the Disclosing Party to disclose any Confidential Information. All Confidential Information shall remain the sole property of the Disclosing Party. No license to the Receiving Party of any trademark, patent, copyright or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder. The Parties acknowledge that the Disclosing Party makes no representation, warranty, assurance or guarantee with respect to the accuracy or completeness of the Confidential Information of such Disclosing Party and will have no liability whatsoever, direct or indirect, to the Receiving Party or any of its authorized representatives as a result of any error or omissions in the Confidential Information or the Receiving Party's, or such authorized representative's, awareness or use of the Confidential Information.

## **8. Term and Termination.**

This Agreement shall become effective on the earlier of the date first set forth above and the date when Confidential Information was first disclosed to a Receiving Party by a Disclosing Party, and shall terminate upon the expiration of one (1) year from the date of the last disclosure of Confidential Information, or any earlier date when the Parties enter into an agreement that supersedes this Agreement. Sections 3-5, 7 and 9-11 of this Agreement shall survive the termination of this Agreement, as will any other provision of this Agreement that must survive termination to fulfill its essential purpose.

## **9. Governing Law.**

This Agreement is governed by the laws of the State of New York and the federal laws of the United States of America applicable therein. The Parties hereby agree to irrevocably submit to the exclusive jurisdiction of the courts of the State of New York.

## **10. Injunctive Relief.**

The Parties agree that disclosure or use of Confidential Information contrary to this Agreement may cause the other Party irreparable harm, for which damages may not be adequate compensation. The Parties therefore agree that the aggrieved Party shall be entitled to seek equitable relief, including an injunction, in order to stop any breach or threatened breach of this Agreement.

## **11. Suggestions, Comments and Feedback.**

Either Party may from time to time provide suggestions, comments or other feedback to the other Party with respect to Confidential Information ("**Feedback**"). Such Feedback may be utilized, adapted, referenced or incorporated in any product or technology of the Party receiving the Feedback. Both Parties acknowledge and agree that any and all Feedback, in whatsoever form given or received, whether or not such Feedback is incorporated, utilized, adapted or otherwise referenced, at the time given or in the future, in any way by the Receiving Party, shall be entirely voluntary. The Party providing Feedback hereby grants the Party receiving the Feedback a non-exclusive, perpetual, fully paid-up license, with a right of sublicense, to reproduce, translate, lease, reference, adapt, and otherwise utilize the Feedback and all intellectual property rights therein, including but not limited to incorporating such Feedback into any product or technology of the Party receiving the Feedback. Such uses of the Feedback shall be at the discretion of the Party receiving the Feedback, as it sees fit, entirely without obligation of any kind to the other Party. The provision of Feedback shall not, absent a separate agreement, create any

confidentiality obligation for the Party receiving the Feedback. Notwithstanding the foregoing, the Party receiving the Feedback shall not disclose the source of any Feedback received without the consent of the Party providing the Feedback. The foregoing shall not, however, affect either Party's obligations hereunder with respect to Confidential Information of the other Party. For greater certainty, Feedback shall not include any deliverables, including any services or software, provided by Discussions Participant to Initus under a definitive agreement, or related statement of work between the Parties.

## **12. Miscellaneous Provisions.**

This Agreement constitutes the entire agreement and understanding between the Parties and integrates all prior and contemporaneous discussions between them related to the subject matter hereof.

No amendment to this Agreement shall be valid unless it is in writing and signed by both Parties.

This Agreement shall be binding upon the respective successors and assigns of the Parties hereto. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right.

If any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or invalidate any other provision of this Agreement.

The termination of this Agreement for whatever reason shall not relieve either Party from its obligations hereunder.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic executions as though it were an original handwritten signature.

Nothing contained in this Agreement shall be construed to constitute either Party hereto as the partner, employee, agent or other representative of the other Party hereto.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, duly authorized representatives of each of the undersigned have executed this Agreement as of the date first written above.

**INITUS TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
Name, Title  
I have authority to bind the Corporation

**COMPANY**

Per: \_\_\_\_\_  
Name, Title  
I have authority to bind the Corporation