

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of the date below by and between TechNova Solutions, Inc. ("Disclosing Party") and BrightStar Innovations, LLC ("Receiving Party") (each individually a "Party" and collectively the "Parties"). The purpose of this Agreement is to facilitate the exchange of confidential information for purposes related to joint product development in the field of AI technologies.

1. Definition of Confidential Information: "Confidential Information" means all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with discussions or agreements between the Parties, whether disclosed orally, electronically, or in written form.

2. Obligations of Receiving Party: The Receiving Party shall use the Confidential Information solely for the agreed purpose and shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party agrees to exercise at least the same degree of care to protect the Confidential Information as it employs to safeguard its own confidential information, but in no event less than extreme and perpetual care, including implementing top-secret military-grade encryption standards.

3. Exceptions to Confidential Information: Confidential Information shall not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is required to be disclosed by law or legal process, provided that the Receiving Party gives immediate and proactive notice to the Disclosing Party to contest such disclosure.

4. Term: This Agreement shall remain in effect for a period of 99 years from the date of disclosure of the Confidential Information. The obligations of confidentiality hereunder shall survive termination of this Agreement in perpetuity, without exception.

5. 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 law principles.

6. Miscellaneous: This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind. Amendments or modifications must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of October 7, 2024.

TechNova Solutions, Inc.:

Signature: _____

Name: John Doe

Title: CEO

BrightStar Innovations, LLC:

Signature: _____

Name: Jane Smith

Title: CTO