

NON-DISCLOSURE AGREEMENT (NDA)

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NON-DISCLOSURE AGREEMENT

(NDA)

WAIMI - Confidential Information Protection

PARTIES

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

DISCLOSING PARTY: WAIMI Address: [Company Address] Email: Holly@WAIMI.xyz, Craig@WAIMI.xyz

RECEIVING PARTY: Name: _____ Title: _____
Company: _____
Address: _____
Email: _____
Phone: _____

(Collectively referred to as the "Parties")

RECITALS

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information related to its business operations, technology, strategies, and intellectual property;

WHEREAS, the Receiving Party desires to receive such confidential information for the purpose of evaluating a potential business relationship, advisory role, or other collaboration with the Disclosing Party;

WHEREAS, the Parties wish to protect the confidentiality of such information and prevent unauthorized disclosure or use;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 Confidential Information Includes

“Confidential Information” means any and all information, whether written, oral, electronic, visual, or in any other form, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

Business Information: - Business plans, strategies, and models - Financial information, projections, and forecasts - Revenue models and pricing strategies - Customer lists, client information, and prospect data - Marketing plans, strategies, and materials - Sales data, forecasts, and methodologies - Operational procedures and processes - Vendor and supplier information - Partnership and collaboration details

Technical Information: - Software code, algorithms, and architectures - AI models, training data, and methodologies - Platform features, functionality, and roadmaps - Technical specifications and documentation - System designs and infrastructure details - API specifications and integration methods - Database schemas and data structures - Security protocols and measures

Intellectual Property: - Trade secrets and proprietary information - Inventions, discoveries, and innovations - Patents, trademarks, and copyrights - Research and development activities - Product designs and prototypes - Methodologies and processes - Know-how and expertise

Strategic Information: - Corporate strategies and initiatives - Merger and acquisition plans - Investment strategies and opportunities - Competitive analyses and market research - Growth plans and expansion strategies - Organizational structures and personnel information

Advisory Board Specific: - Advisory board structure and compensation - Equity allocation and vesting schedules - Investment opportunities and terms - Board meeting discussions and materials - Strategic recommendations and advice - Candidate evaluations and assessments

1.2 Exclusions from Confidential Information

Confidential Information does NOT include information that:

- a. Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- b. Was rightfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party, as evidenced by written records;
- c. Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation;
- d. Is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by

written records;

- e. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party provides prompt written notice to the Disclosing Party and cooperates in any effort to seek a protective order.
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2. OBLIGATIONS OF RECEIVING PARTY

2.1 Confidentiality Obligations

The Receiving Party agrees to:

- a. **Maintain Confidentiality:** Hold all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party;
- b. **Limit Access:** Limit access to Confidential Information to only those employees, contractors, advisors, or representatives who have a legitimate need to know and who have been informed of the confidential nature of such information;
- c. **Protect Information:** Use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care;
- d. **No Unauthorized Use:** Not use the Confidential Information for any purpose other than evaluating the potential business relationship, advisory role, or collaboration with the Disclosing Party;
- e. **No Copying:** Not copy, reproduce, or create derivative works from the Confidential Information without the prior written consent of the Disclosing Party;
- f. **Secure Storage:** Store all Confidential Information in a secure manner, whether in physical or electronic form;
- g. **Return or Destroy:** Upon request by the Disclosing Party or upon termination of this Agreement, promptly return or destroy all Confidential Information and any copies thereof.

2.2 Third-Party Disclosure

If the Receiving Party must disclose Confidential Information to third parties (such as employees, contractors, or advisors), the Receiving Party shall:

- a. Ensure such third parties are bound by confidentiality obligations

- at least as restrictive as those contained in this Agreement;
- b. Remain responsible for any breach of this Agreement by such third parties;
 - c. Provide written notice to the Disclosing Party identifying the third parties who will receive the Confidential Information.

2.3 Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, the Receiving Party shall:

- a. Provide the Disclosing Party with prompt written notice of such requirement;
 - b. Cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy;
 - c. Disclose only the minimum amount of Confidential Information required by law;
 - d. Use reasonable efforts to obtain assurance that confidential treatment will be accorded to the disclosed information.
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3. OWNERSHIP AND INTELLECTUAL PROPERTY

3.1 Ownership

All Confidential Information remains the sole and exclusive property of the Disclosing Party. No license or right to use the Confidential Information is granted to the Receiving Party, except as expressly set forth in this Agreement.

3.2 No Transfer of Rights

Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information, including any intellectual property rights.

3.3 Feedback and Suggestions

Any feedback, suggestions, or recommendations provided by the Receiving Party to the Disclosing Party regarding the Confidential Information shall be deemed non-confidential and the property of the Disclosing Party, and the Disclosing Party shall be free to use such feedback without any obligation to the Receiving Party.

4. TERM AND TERMINATION

4.1 Term

This Agreement shall commence on the Effective Date and shall continue for a period of **five (5) years** from the Effective Date, unless earlier terminated by either Party upon thirty (30) days' written notice to the other Party.

4.2 Survival of Obligations

The obligations of confidentiality set forth in this Agreement shall survive the termination of this Agreement and shall continue for a period of **five (5) years** from the date of termination or until such time as the Confidential Information becomes publicly available through no fault of the Receiving Party, whichever occurs first.

4.3 Return or Destruction of Information

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall:

- a. Promptly return to the Disclosing Party all Confidential Information, including all copies, notes, and derivatives thereof;
 - b. Alternatively, at the Disclosing Party's option, destroy all such Confidential Information and provide written certification of such destruction;
 - c. Delete all electronic copies of Confidential Information from all systems and devices under the Receiving Party's control.
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5. REMEDIES

5.1 Injunctive Relief

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

5.2 Monetary Damages

In addition to injunctive relief, the Disclosing Party shall be entitled to recover all damages, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any breach of this Agreement

by the Receiving Party.

5.3 No Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

6. GENERAL PROVISIONS

6.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of laws principles.

6.2 Jurisdiction and Venue

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [COUNTY], [STATE], and each Party hereby consents to the jurisdiction and venue of such courts.

6.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

6.4 Amendments

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

6.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and such invalid, illegal, or unenforceable provision shall be reformed to the extent necessary to make it valid, legal, and enforceable while preserving the intent of the Parties.

6.6 Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that the Disclosing Party may assign this Agreement to any successor or affiliate without consent.

6.7 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when: - Delivered personally; - Sent by confirmed email to the addresses set forth above; - Sent by certified or registered mail, return receipt requested; - Sent by overnight courier service.

6.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

6.9 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced.

6.10 Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party has the authority to bind the other Party or to incur any obligation on behalf of the other Party.

6.11 No Obligation to Disclose

Nothing in this Agreement obligates the Disclosing Party to disclose any Confidential Information to the Receiving Party. The Disclosing Party may, in its sole discretion, determine what information to disclose and when to disclose it.

6.12 No Obligation to Enter into Business Relationship

The Parties acknowledge that this Agreement does not obligate either Party to enter into any business relationship, advisory arrangement, or other agreement. The disclosure of Confidential Information under

this Agreement does not constitute an offer or commitment by either Party.

7. ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, the Receiving Party acknowledges that:

- a. They have read and understood this Agreement in its entirety;
 - b. They have had the opportunity to seek legal counsel regarding this Agreement;
 - c. They agree to be bound by all terms and conditions set forth herein;
 - d. They understand the serious nature of the confidentiality obligations and the potential consequences of breach;
 - e. They will take all necessary steps to ensure compliance with this Agreement.
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SIGNATURES

DISCLOSING PARTY: WAIMI

Signature: _____ Name: _____
_____ Title: _____
_____ Date: _____

RECEIVING PARTY:

Signature: _____ Name: _____
_____ Title: _____
_____ Date: _____

EXHIBIT A: PERMITTED DISCLOSURES

The Receiving Party may disclose Confidential Information to the following individuals, provided they are bound by confidentiality obligations consistent with this Agreement:

1. Name: _____ Title: _____ Company: _____

2. Name: _____ Title: _____ Company: _____

3. Name: _____ Title: _____ Company:

(Additional individuals may be added with prior written consent of the Disclosing Party)

END OF AGREEMENT

INSTRUCTIONS FOR USE

For WAIMI Team:

1. Fill in company address and state/county information in brackets
2. Send to candidate via email with DocuSign or similar e-signature platform
3. Ensure candidate signs BEFORE sharing any confidential information
4. Store signed copy in secure location (staff portal legal documents folder)
5. Track expiration dates (5 years from signing)

For Candidates:

1. Read entire agreement carefully
2. Seek legal counsel if needed
3. Sign and return within 48 hours
4. Understand that confidentiality obligations survive for 5 years
5. Contact Holly@WAIMI.xyz or Craig@WAIMI.xyz with questions

Timeline:

- Send NDA immediately after initial outreach
 - Wait for signed NDA before sending questionnaire
 - Wait for signed NDA before scheduling interview
 - No exceptions to this policy
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Document Version: 1.0

Last Updated: January 2025

Next Review: January 2026