



## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is entered into on [ ], 2025 by and between Cableteque Corp. together and/or separately with its Affiliates (singularly or collectively referred to herein as "Cableteque"), with a principal place of business at 5405 Production Dr., Huntington Beach, CA 92649 and [ ], with a principal place of business at [ ], and/or its Affiliates (singularly or collectively referred to herein as "[ - ],"). Cableteque and [ ], are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

"Affiliate" shall mean any present or future company that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party.

Purpose. The Parties wish to explore the Parties' respective products, ideas, software, services, related technologies, and/or a possible partnership between the Parties (the "Authorized Purpose"). In relation with this Authorized Purpose, each Party has disclosed and/or may disclose (each, in such capacity, the "Disclosing Party") Confidential Information (as defined below) to the other Party (each, in such capacity, the "Receiving Party")

1. With respect to the Confidential Information (defined below) provided by one Party (as the "Disclosing Party") hereunder to the other Party (as the "Receiving Party") hereunder, the Receiving Party will:
  - (a) keep confidential and will not disclose to any third party, or appropriate for its own use (except as contemplated under this Agreement) or for the use of any third party, any Confidential Information received from the Disclosing Party, except that the Receiving Party may disclose Confidential Information to its officers, directors, agents, employees, shareholders, financing sources, representatives, legal counsel, accountants, and financial advisors (collectively, "**Representatives**") who have a "need to know" for purposes which further the mutually advantageous relationship between the parties in accordance with this Agreement, and
  - (b) use all reasonable efforts to prevent use of Confidential Information not in accordance with this Agreement and disclosure of Confidential Information to third parties by any of its Representatives, either causing each Representative to hold the



Confidential Information in confidence to the same extent that such person is required to hold the Receiving Party's own Confidential Information in confidence or ensuring that each Representative is bound to the Receiving Party by a duty of confidentiality that is substantially similar to the terms set forth in this Agreement.

“Confidential Information” means confidential or proprietary information or material, trade secrets, intellectual property, computer programs, data, specifications, formulas, databases, software, algorithms, schematics, circuit designs, cell libraries, know-how, technology, inventions, research, financial and accounting information, customer and supplier lists, business plans, product development plans, marketing plans, projections, company employees and/or company hired consultants, affiliates and other matters which are not public and which the Disclosing Party identifies as confidential by marking the document “Confidential” or “Proprietary”, or which reasonably may be considered confidential.

2. Confidential Information will not include those portions of the information and materials provided or made available to the Receiving Party: (a) when they become available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not known by the Receiving Party to be breaching an obligation of confidentiality to the Disclosing Party; (b) when they become publicly available other than through the fault or negligence of the Receiving Party or its Representatives; (c) when the Receiving Party can show by documentary evidence that the documents and materials were already known to it at the time of disclosure; (d) when the Receiving Party can show by documentary evidence that the information or materials were independently developed by the Receiving Party or its Representatives without use of or reference to the Confidential Information; or (e) when the Receiving Party is required by law, regulation, or order of a court of competent jurisdiction to disclose such information and has, to the extent legally permissible, notified the Disclosing Party promptly in writing and provided the Disclosing Party an opportunity (if then available) to contest the propriety of such order or subpoena or to arrange appropriate safeguards against further disclosure by the entity seeking to compel disclosure of such Confidential Information (at the sole cost and expense of the Disclosing Party). The burden of proof that Confidential Information which is disclosed resides within one of the exceptions set forth in this Article 2, shall be on the Receiving Party.
3. Recipient shall use Discloser's Confidential Information solely in connection with the applicable Purpose and will not disclose, publish, or disseminate



Confidential Information to anyone other than its Representatives in accordance with clause 1 above. Recipient agrees to use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but in no event less than a reasonable degree of care, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser.

4. Unless otherwise required by law, a Party will not, without the other Party's prior written consent, disclose to any third party, other than to its Representatives, that negotiations or discussions are taking place between the Parties or the fact that Confidential Information has been provided or made available to the other Party.
5. All Confidential Information furnished under this Agreement will remain the property of the Disclosing Party and will be returned to the Disclosing Party or, at the Receiving Party's option, destroyed promptly upon the Disclosing Party's written request, together with all copies, reproductions, extracts, and notes thereon. Upon written request, the Receiving Party will provide the Disclosing Party written confirmation, signed by an officer of the Receiving Party, that the Confidential Information has been returned or destroyed. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain copies of Confidential Information pursuant to applicable law, regulation, or automatic disaster recovery or information archival procedures.
6. This Agreement and the furnishing of Confidential Information neither grant or convey any license or ownership interest under any patents or any other property right nor establish any obligation to enter into a contract, subcontract or other business relationship with the other Party. The Disclosing Party will not be liable for damages arising from the Receiving Party's use of or reliance on information disclosed under this Agreement, and the Disclosing Party makes no representation or warranty regarding the accuracy or completeness of the Confidential Information.
7. Neither Party shall be obligated to disclose any Confidential Information or to pursue the Authorized Purpose. All Confidential Information is provided "AS IS," and the Disclosing Party makes no representations or warranties, express or implied, as to its accuracy or completeness. The Disclosing Party shall have no liability with respect to the use of any Confidential Information or any errors or



omissions therein.

8. The Disclosing Party retains all right, title, and interest in and to its Confidential Information. Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or other right under any intellectual property right of the Disclosing Party.
9. This Agreement shall be effective from the date first written above, following execution of the Agreement by both parties. Except as otherwise expressly set forth herein, the Agreement shall remain valid for five (5) years from the effective date, unless extended by mutual agreement of the parties, in writing. Obligations relating to any Confidential Information that constitutes a trade secret under applicable law shall survive so long as such information remains a trade secret.
10. DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION TO RECIPIENT. ALL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE.
11. For a period of two years after the date of this Agreement, Receiving Party agrees it will not, without the express prior written approval and consent from the Disclosing Party's authorized officer, directly or indirectly, (i) solicit or encourage any individual, who is employed or engaged by Disclosing Party (including any consultant or any independent contractor of Disclosing Party) and with whom Receiving Party had direct contact in connection with the evaluation of the Confidential Information and potential business relationship with Disclosing Party to leave or terminate his or her employment, relationship, or consultancy with Disclosing Party, (ii) assist any other person or entity in so encouraging or soliciting any such individual or (iii) recruit or assist in recruiting any such individual for employment, contract, or consultancy by any person or entity other than Disclosing Party.
12. During the term, and for a period of two years thereafter, Receiving Party agrees it will not, without the express prior written approval and consent from Disclosing Party's authorized officer, directly or indirectly, engage in any of the following conduct: (i) make use of any trade secret or other Confidential Information to divert or attempt to divert any business from Disclosing Party, or to solicit or attempt to solicit any business, for itself or on behalf of any person or entity other than Disclosing Party; or (ii) make use of

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5405 Production Dr.  
Huntington Beach, CA 92649



any trade secret or other Confidential Information to induce or attempt to induce, for itself or on behalf of any person or entity other than Disclosing Party, any customer, client, licensee or other third party to sever, reduce, or breach any existing contractual relationship or known prospective relationship with Disclosing Party. Notwithstanding anything herein to the contrary, the Receiving Party shall not be restricted from contacting, soliciting, engaging, providing goods to, or performing services for, any person or entity, including any customer, client, or licensee of the Disclosing Party, in the ordinary course of the Receiving Party's business, provided that no reference or use is made of the Confidential Information to the Disclosing Party.

13. No Confidential Information or any portion thereof will be exported to any country in violation of the export laws and regulations of the United States government. The Discloser shall provide the necessary export control classification number for the Confidential Information it discloses hereunder. If any information to be disclosed hereunder is subject to U.S. Government security regulations, including without limitation the International Traffic in Arms Regulations (ITAR), the Discloser shall identify as such prior to disclosure and, in such case, the Recipient agrees not to export such information from the United States without first complying with all applicable U.S. laws and regulations.
14. Each Party shall bear its own costs incurred under or in connection with this Agreement.
15. This Agreement may not be assigned by a Party without the prior written consent of the other Party.
16. This is the entire Agreement between the parties relating to the Confidential Information, superseding any prior or contemporaneous written or oral agreements thereon and may not be amended except by a written agreement signed by authorized representatives of the parties. The Disclosing Party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent violation of obligations hereunder. This Agreement will be governed by the laws of the State of California, without regard to choice of law rules, and the parties agree to be subject to the jurisdiction of the courts of California and the federal courts located therein.



**For Cableteque:**

**For :** \_\_\_\_\_

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Signature

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Signature

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Name

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Name

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Title

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Date