

MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: _____

Between:

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Between:

Innovative Global Holdings and all of its present and future parents, subsidiaries, affiliated entities, divisions, units, joint ventures, partnerships, limited liability companies, corporations, trusts, and other business entities, including but not limited to Innovative Global Talent Agency, IGTA Tech Studio LLC, and any other entities directly or indirectly owned, controlled, managed, or operated by or in partnership with Innovative Global Holdings, together with all of their respective officers, directors, employees, advisors, contractors, agents, representatives, successors, and assigns (collectively, "IGTA")

And:

_____ and all of its present and future parents, subsidiaries, affiliates, officers, directors, employees, advisors, contractors, and agents (collectively, the "Recipient")

Each party may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Purpose and Relationship

The Parties wish to explore potential business opportunities, collaborations, evaluations, or transactions that may include, without limitation: AI model development, SaaS platforms, automation workflows, immigration-tech solutions, funding arrangements, talent mobility services, and any other projects, ventures, or initiatives described in IGTA's strategic materials or discussed between the Parties (the "**Relationship**"). To facilitate these discussions, each Party may disclose confidential and proprietary information to the other Party. This Agreement governs the protection and use of such information.

2. Definitions

2.1 "Confidential Information" means all non-public, proprietary, or confidential information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally, in writing, electronically, visually, or by any other means, and whether or not marked as "confidential." Confidential Information includes, without limitation:

- Source code, software, algorithms, and technical documentation
- AI models, training data, prompts, datasets, and machine learning methodologies
- Product designs, specifications, and roadmaps
- Investor materials, private placement memoranda (PPM), and fundraising documents
- Immigration strategies, processes, and legal templates
- Customer lists, vendor lists, and supplier information
- Financial information, projections, and business plans
- Marketing strategies, campaigns, and market research
- Personal data and employee information
- Trade secrets and know-how
- Any notes, analyses, compilations, studies, or other materials prepared by the Receiving Party containing or based on Confidential Information
- All discussions, negotiations, and communications between the Parties
- Any visual or aural content shared during meetings or demonstrations

2.2 "Representatives" means a Party's officers, directors, employees, advisors, consultants, contractors, agents, and other representatives who have a legitimate need to know the Confidential Information for purposes of the Relationship.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

3.1 Is or becomes publicly available through no breach of this Agreement by the Receiving Party;

3.2 Was rightfully known by the Receiving Party without any obligation of confidentiality before receipt from the Disclosing Party;

3.3 Is independently developed by the Receiving Party without use of or reference to any Confidential Information;

3.4 Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or

3.5 Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party: (a) promptly notifies the Disclosing Party of such requirement before disclosure (unless

prohibited by law); (b) cooperates with the Disclosing Party's efforts to seek protective treatment; and (c) discloses only the minimum information required to comply.

4. Use and Protection of Confidential Information

4.1 Permitted Use. The Receiving Party shall use Confidential Information solely to evaluate and pursue the Relationship. No other use is permitted without the Disclosing Party's prior written consent.

4.2 Standard of Care. The Receiving Party shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

4.3 Limited Disclosure. The Receiving Party may disclose Confidential Information only to its Representatives who: (a) have a legitimate need to know for purposes of the Relationship; (b) have been informed of the confidential nature of the information; and (c) are bound by written confidentiality obligations at least as protective as this Agreement.

4.4 Responsibility for Representatives. Each Party remains fully liable for any breach of this Agreement by its Representatives.

5. No License or Transfer of Rights

5.1 All Confidential Information remains the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any license, right, title, or interest in or to any Confidential Information, intellectual property, or other rights of the Disclosing Party.

5.2 The Receiving Party acknowledges that the Disclosing Party claims and reserves all rights in its Confidential Information, including without limitation all copyrights, patents, trade secrets, trademarks, and other intellectual property rights.

6. Return or Destruction of Confidential Information

6.1 Upon the Disclosing Party's written request, or upon termination of this Agreement, or upon conclusion of the Relationship (whichever occurs first), the Receiving Party shall promptly:

- Return all tangible Confidential Information and all copies thereof; or
- At the Disclosing Party's option, destroy all Confidential Information and all copies thereof, including any electronic copies or derivatives

6.2 Upon request, the Receiving Party shall provide written certification of its compliance with this Section 6.

6.3 Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent required by applicable law or regulation, or as part of automatic electronic backup systems, provided such retained information remains subject to this Agreement.

7. Term and Survival

7.1 Term. This Agreement begins on the Effective Date and continues until terminated by either Party upon written notice to the other Party.

7.2 Survival. Each Party's obligations regarding Confidential Information disclosed during the term shall survive termination and continue for five (5) years from the date of each specific disclosure; provided, however, that obligations regarding trade secrets shall survive for as long as the information remains a trade secret under applicable law.

8. Equitable Relief

Each Party acknowledges that: (a) Confidential Information is valuable and unique; (b) breach of this Agreement would cause irreparable harm for which monetary damages would be inadequate; and (c) the Disclosing Party is entitled to seek equitable relief, including injunction and specific performance, without posting bond, in addition to all other available remedies.

9. No Obligation to Proceed

9.1 Nothing in this Agreement obligates either Party to: (a) continue discussions or negotiations; (b) enter into any business relationship; (c) disclose any particular information; or (d) refrain from engaging in discussions with other parties.

9.2 Each Party may cease discussions at any time for any reason or no reason, without liability.

10. Non-Solicitation

During the term of this Agreement and for twelve (12) months thereafter, neither Party shall, directly or indirectly, hire, attempt to hire, or solicit for employment any employee of the other Party without that Party's prior written consent. This restriction does not apply to: (a) general advertisements not targeted at the other Party's employees; or (b) employees who initiate contact without solicitation.

11. Compliance with Laws

11.1 Each Party shall comply with all applicable laws and regulations, including without limitation U.S. export control laws and regulations.

11.2 If applicable, each Party shall comply with all data protection and privacy laws, including GDPR requirements for any personal data shared as Confidential Information.

12. Representations and Disclaimers

12.1 Each Party represents that it has the authority to enter into this Agreement and to disclose the Confidential Information it discloses.

12.2 ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ITS CONFIDENTIAL INFORMATION.

13. Limitation of Liability

13.1 Except for breaches of confidentiality obligations or willful misconduct, neither Party shall be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

13.2 Except for breaches of confidentiality obligations or willful misconduct, each Party's total liability under this Agreement shall not exceed the direct damages actually incurred by the other Party.

14. Governing Law and Venue

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

14.2 Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in Palm Beach County, Florida. Each Party irrevocably consents to such jurisdiction and venue.

15. Miscellaneous

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

15.2 Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

15.3 Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the other Party's prior written consent, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.

15.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.5 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.

15.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic signatures shall be deemed valid and binding.

15.7 Notices. All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by confirmed email, or sent by certified mail, return receipt requested, to the addresses set forth in the signature blocks below.

16. Signature Blocks

FOR IGTA:



Sherrod Seward, Managing Member

FOR RECIPIENT:

Full Name: _____

Title: _____

Date: _____