

## MUTUAL NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

**THIS NON-DISCLOSURE CONFIDENTIALITY AGREEMENT** (this "Agreement") is made and entered into this day of \_\_\_\_\_, 2025, by and between WD Innovations, a California LLC, having its principal place of business at 2851 Filbert Street, San Francisco, CA 94123, USA, and \_\_\_\_\_, hereinafter referred to collectively as the "Parties" or individually as a "Party".

**WHEREAS**, the Parties may exchange and have access to certain information that is confidential and proprietary in nature relating to the other Party including, but not limited to, information pertaining to finances, patents, trade secrets, assets, technology, source code, manner of operation, methodology, distributors, suppliers, vendors, manufacturers, contacts and any identifying information, intellectual property, research and development, and other non-public business and market information (hereinafter referred to as the "Confidential Information") for the purpose of discussing the business and technology of WD Innovations.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants set forth below, the Parties agree as follows:

1. All information or other items disclosed or delivered by either Party to the other, whether by means of written or oral disclosure or otherwise, shall be deemed Confidential information subject to the terms of this Agreement, unless (a) identified by the disclosing Party to the other Party as non-confidential or (b) excluded from the class of Confidential Information pursuant to Section 2 below.
2. Information or other items shall not be considered to be Confidential Information subject to this Agreement if such information or other items are: (a) already publicly available through no act or failure to act by the receiving Party; (c) developed independently by the receiving Party without use of any Confidential Information of the disclosing Party; or (d) received separately by the receiving Party from a third party having the legal right to transmit the same without violating any obligation of confidentiality to the disclosing Party.
3. Confidential Information may be disclosed by the receiving Party pursuant to judicial order, governmental regulation or similar legal requirement, provided the receiving Party notifies the disclosing Party as soon as possible, and in any event prior to such disclosure, and cooperates with the disclosing Party in the event the disclosing Party elects to contest and avoid such disclosure. Disclosure under this Section 3 shall not relieve the receiving Party of its obligations of confidentiality generally under this Agreement.
4. Each Party shall treat and safeguard the other Party's Confidential Information with the same standard of care employed for its own Confidential Information and shall in no event employ less than a reasonable standard of care. In the event that a receiving Party becomes aware of any conduct by its employees, agents or other third parties in contravention of the terms of this Agreement, the receiving Party immediately shall take all action necessary to; (a) stop such conduct and to prevent the same from occurring; (b) retrieve from all recipients known to the receiving Party any improperly disclosed Confidential Information and to advise all such recipients in writing that any such Confidential Information is confidential and proprietary to the disclosing party; and (c) advise the disclosing Party of the receiving Party's remedial actions under this Section 4.
5. No Party shall use any of the Confidential Information of the other Party for any purpose except in furtherance of the Disclosure Purpose. No Party shall disclose to any third party or use any Confidential Information received by such Party hereunder for its own benefit, for the benefit of third parties or for any commercial or other purposes, except in furtherance of the Disclosure Purpose and as may be permitted by the terms of this Agreement, without the prior written consent of the disclosing Party. Notwithstanding the foregoing, a Party may disclose Confidential Information to its affiliates, directors, officers,

employees, attorneys, accountants, financial institutions, advisors and consultants who need to know the information in order to assist a Party in the fulfillment of the Disclosure Purpose (each a "Representative"). Such Party shall, in each case, make such Representative aware of the confidential nature of the Confidential Information and consent to be bound by terms of confidentiality materially similar to the terms of this Agreement, prior to any such disclosure, and such Party shall be liable for any breach hereof by any such Representative to whom it so discloses.

6. This Agreement shall apply to all Confidential Information disclosed by either Party to the other before or after the date of this Agreement, and the protection afforded by this Agreement for each item of Confidential Information shall continue for a period of five (5) years from the date of disclosure of such item of Confidential Information, to the extent such Confidential Information is not otherwise protected by applicable law, which would require a longer period of protection. If any item of Confidential Information is protected by such law, the obligations of a Party regarding the Confidential Information shall continue pursuant to and as dictated by the applicable law.

7. All Confidential Information shall remain the property of the disclosing Party. The receiving Party shall deliver to the disclosing Party or via written communication, confirm destruction of within thirty (30) days following written notice from the disclosing Party, all documentation, substances, computer disks or other tangible media containing any of the Confidential Information, including, without limitation, all copies or replications thereof, except for such Confidential Information that is required to be retained by the receiving Party for regulatory compliance reasons or pursuant to the receiving Party's record retention policy. No rights other than a right to use the Confidential Information for the Disclosure Purpose are granted or are to be implied by this Agreement, and no license is or shall be granted by a disclosing Party to a receiving Party except in a written instrument executed by the Parties for such purpose.

8. In the event that either Party should breach this Agreement, or in the event that such a breach appears to be an imminent possibility, the non-breaching Party shall be entitled to seek all legal and equitable remedies, including, without limitation, issuance of injunctive orders restraining the breaching Party and its Representatives from committing such breach.

9. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, affiliates and assigns of the parties hereto. As used herein, the term "affiliates" shall include any entity directly or indirectly controlling, controlled by or under common control with a Party, through ownership or other exercise of voting power. This Agreement shall be governed by the laws of the state of California, USA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

**WD Innovations**  
BY: \_\_\_\_\_  
PRINTED NAME: Dr. Nikolaj Wolfson  
TITLE: Founder

**COMPANY:** \_\_\_\_\_  
BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_