

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is made effective as of _____, by and between:

- **TQG, Inc. (The Qwik Group)**, a Delaware Corporation with a principal place of business at 407 California Ave, Office 6, Palo Alto, CA 94306 (the "Disclosing Party"), and
- _____, an individual or entity with a principal place of business at _____ (the "Receiving Party").

Each a "Party" and collectively the "Parties."

1. Purpose

The Disclosing Party possesses proprietary, confidential, and trade secret information related to its business, operations, and technology ("Confidential Information"). The Receiving Party may gain access to this information in connection with discussions, negotiations, or business activities with the Disclosing Party.

The Parties agree that maintaining the confidentiality of this information is critical to the success and competitive advantage of the Disclosing Party.

2. Definition of Confidential Information

2.1 Scope of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes, but is not limited to:

- Business plans, financial data, projections, or pricing information
- Software, source code, algorithms, and technical documentation
- Trade secrets, product designs, schematics, and manufacturing processes

- Customer lists, sales data, marketing strategies, and business operations
- Proprietary technology, patents, and patent applications
- Any discussions, agreements, or negotiations regarding partnerships, investments, or acquisitions

Exclusions: Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement
 - Is lawfully obtained from a third party without confidentiality obligations
 - Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information
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3. Obligations of Confidentiality

3.1 Non-Disclosure

The Receiving Party agrees to:

- Maintain the confidentiality of all Confidential Information and take all necessary precautions to prevent unauthorized disclosure
- Not disclose, share, or distribute Confidential Information to any third party without prior written consent from the Disclosing Party
- Restrict access to Confidential Information to employees, contractors, or advisors who have a legitimate need to know and are bound by confidentiality obligations

3.2 Use Restrictions

The Receiving Party agrees that Confidential Information shall only be used for the purpose of evaluating or engaging in a business relationship with the Disclosing Party. The Receiving Party shall not:

- Use Confidential Information for its own competitive advantage or to develop competing products/services
- Reverse-engineer, decompile, or disassemble any software or technology provided under this Agreement
- File for any intellectual property rights based on or derived from the Confidential Information

3.3 Duration of Obligations

The Receiving Party's obligations remain in effect for **three (3) years** from the date of disclosure.

4. Return or Destruction of Materials

Upon termination of discussions or at the request of the Disclosing Party, the Receiving Party shall:

- Promptly return or destroy all Confidential Information, including physical, electronic, or written materials
 - Permanently delete any Confidential Information stored electronically and certify its deletion upon request
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5. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights, title, or interest in the Disclosing Party's Confidential Information, patents, copyrights, trademarks, or trade secrets.

6. Non-Competition and Non-Solicitation

For a period of **three (3) years** from the date of disclosure, the Receiving Party shall not:

- Directly or indirectly engage in any business activities competitive with the Disclosing Party
 - Solicit or hire any employees, contractors, or key personnel of the Disclosing Party
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7. Legal Remedies and Equitable Relief

- Any unauthorized disclosure may cause irreparable harm to the Disclosing Party.
 - The Disclosing Party is entitled to **injunctive relief** and any other legal remedies.
 - The Receiving Party agrees to **indemnify** the Disclosing Party for losses, damages, or legal fees from a breach.
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8. Governing Law and Dispute Resolution

- Governed by the **laws of the State of Delaware**.
 - Disputes resolved through **litigation in Delaware courts**.
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9. General Provisions

- **No Obligation to Proceed** – Either party may walk away.
 - **No Waiver** – Failure to enforce once does not prevent later enforcement.
 - **Entire Agreement** – Supersedes all prior agreements.
 - **Assignment** – Receiving Party cannot assign without Disclosing Party's consent.
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10. Execution

This Agreement may be executed electronically or in counterparts.

Disclosing Party (TQG, Inc.)

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

By: _____

Name: _____

Title: _____

Date: _____