

NON-DISCLOSURE AGREEMENT

The undersigned:

1. **Stellar Data Recovery Inc.**, with its principal place of business in New Jersey at the 48 Bridge Street Metuchen, United States ("Stellar"), and
- 2* Company, having its principal place of business at _____
Address ("Customer").

Hereinafter together referred to as "parties", agree as follows:

1. OBJECTIVE

- 1.1 Parties hereby enter into this agreement for the purpose of recovering data from information carriers, hereinafter referred to as the "Purpose".
- 1.2 Parties contemplate that either party ("Disclosing Party") will disclose Confidential Information to the other party ("Recipient") and they hereby enter into this agreement to define the rights and duties of the parties concerning such disclosure. Confidential Information may only be transferred between the parties to the extent necessary to fulfill the Purpose. Such information may be, without limitation, in the form of business and/or financial records, specifications, samples, photographs, drawings, or other documents necessary for evaluation purposes.

2. DEFINITION OF CONFIDENTIAL INFORMATION

- 2.1 As used in this agreement "Confidential Information" shall mean: all information that relates to the Disclosing Party's business, designs, operations, products concepts, documentation, plans, opportunities, finances, research, technology, developments, know-how, personnel, any third party confidential information disclosed to Recipient, and all other aspects of business operations concerning the Disclosing Party, affiliated organizations, partners, and/or customers of which Recipient knew or reasonably could have known that the information was considered confidential by the Disclosing Party.
- 2.2 The following information shall not be considered as Confidential Information under this agreement. Information which:
 - a) is or becomes part of the public domain without the violation of this agreement;
 - b) is lawfully known by Recipient prior to disclosure by the Disclosing Party;
 - c) is lawfully obtained by Recipient from a third party without any confidentiality obligations;
 - d) is developed by Recipient completely independently of any such disclosure by the Disclosing Party;
 - e) is disclosed in published materials and/or products; or
 - f) must be revealed due to an obligation under law, court ruling, or similar obligation; provided



I confirm that I have read and understood the "Electronic Record and Signature Disclosure" and consent to use electronic records and signatures.

Agree & Continue