

**AGREEMENT FOR USE AND NON-DISCLOSURE  
OF CONFIDENTIAL INFORMATION**

THIS AGREEMENT (the "Agreement") is effective as of \_\_\_\_ day of \_\_\_\_\_ 2023 by and between \_\_\_\_\_ ( the "Recipient") whose address is \_\_\_\_\_, \_\_\_\_\_ and Janas Corporation, dba, Janas Associates ("Janas"), 141 S. Lake Avenue, Suite 102, Pasadena, California 91101 USA, (626) 432-7000 referred to jointly herein as the "Parties."

This Agreement is to assure the protection and preservation of the confidential and/or proprietary nature of information with respect to a Janas client(s) ("Client(s)") to be disclosed or made available to or by Parties for the possible acquisition or investment in a company to be identified upon execution of this Non-Disclosure Agreement.

WHEREAS, the Parties desire to assure the mutual confidential status of the information which may be disclosed to each other and their respective Representatives.

NOW, THEREFORE, in reliance upon and in consideration of the following undertakings, the parties hereto agree as follows:

1. Proprietary Information. Except as provided in Section 8, all information disclosed by the parties to each other shall be deemed to be Proprietary Information.

2. Permissible Use. The parties shall use the Proprietary Information received from each other or their Advisors solely to evaluate possible professional assignments. No other rights are implied or granted under this Agreement.

3. Reproduction. Proprietary Information received shall not be reproduced in any form except for internal use of the Parties and/or their Representatives (as defined below).

4. Non-Disclosure. The Parties shall use all reasonable efforts to protect the Proprietary Information received with the same degree of care used to protect their own Proprietary Information from unauthorized use or disclosure by their employees and representatives, except that such Proprietary Information may be used or disclosed to their employees and representatives as may be reasonably required, including directors, officers, employees, consultants, attorneys, financing sources, advisors, and accountants. Those persons that receive Confidential Information from the Recipient will be acting on its behalf, collectively, ("Representatives") who are required to have the information to assist Recipient in its evaluation, negotiation or, if applicable, consummation of a Transaction.

5. Ownership of Information. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the respective parties. Upon request each shall promptly return to the other the information provided. Notwithstanding the foregoing, the restrictions set forth herein shall in no event require (i) the alteration, deletion, destruction or modification of computer archives, back-up tapes or back-up media made in the ordinary course of business or (ii) the return or destruction of any Information required to be retained in order to comply with applicable laws, regulations or our bona-fide document retention policies, provided that any such information so retained shall continue to be held subject to the terms of this Agreement.

6. No Warranty. The parties warrant that they will endeavor to include in the Proprietary Information materials that they believe to be reliable and relevant for the purpose

intended. The Parties acknowledge that, except as otherwise agreed in writing, they make no express or implied representation or warranty as to the accuracy or completeness of the Proprietary Information and the Parties agree that, except as otherwise agreed in writing pursuant to the terms of a definitive written engagement agreement between the Parties, such parties shall have no liability resulting from any use of the Proprietary Information. Any such agreement shall supersede the provisions of this Agreement.

7. No License or Interest. No rights or obligations other than those expressly recited herein are to be implied. No license is hereby granted or implied, by estoppel or otherwise, with respect to any property or rights of the parties, presently existing or acquired in the future, or for any use of or interest in the Proprietary Information except such use expressly contemplated by this Agreement.

8. Exclusions. It is understood that the term "Proprietary Information" does not include Information which:

- (a) is now or hereafter in the public domain through no fault of either Party;
- (b) prior to disclosure hereunder, is properly within the rightful possession of either Party;
- (c) is lawfully received from a third Party with no restriction on further disclosure; or
- (d) is independently developed by or for a Party or its Representatives without use of the Proprietary information; or
- (e) is obligated to be produced under applicable law or order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order.

9. Compelled Disclosure. In the event either Party, any of their representatives, or anyone to whom they transmit the Proprietary Information as herein approved or later authorized by either Party, becomes legally compelled to disclose any of the Proprietary Information, prior to such disclosure the parties will provide each other with advance written notice to the extent legally permissible and as approved by counsel, a copy of the documents and information relevant to such legal action so such Party may seek a protective order or other appropriate remedy to protect its interests in the Proprietary Information, and the other Party shall furnish only that portion of the Proprietary Information that it is advised by a written opinion of counsel is legally required.

10. Notice. For purposes of all communications and transmittals of Proprietary Information under this Agreement, the authorized representatives and addresses of the Parties, subject to change upon written notice, are as set forth above.

11. Captions. The paragraph captions are for reference only and shall not be used in the interpretation of individual paragraphs or the agreement in whole or in part.

12. Entire Agreement. There are no understandings, agreements, or representations, express or implied, not specified herein. This Agreement may not be amended except in a writing executed by both Parties.

13. Termination. This Agreement shall continue in full force and effect a period of two (2) years from the latest date executed by a party hereto.

14. Attorney’s Fees. In any action between the parties relating to this Agreement, the enforcement of any of its terms or to any other contract relating to the subject matter of this Agreement, the prevailing Party shall, in addition to any other award of damage or other remedy, be entitled to reasonable attorney’s fees, costs and expenses as may be fixed by the court.

15. Injunctive Relief. The parties hereto acknowledge that their respective obligations hereunder are special, unique and extraordinary. Any breach by any Party hereto of any term or provision of this Agreement shall be deemed material and shall be deemed to cause irreparable injury, which cannot be properly computed, solely by damages in any action by law. Therefore, any Party’s right to remedies hereunder may therefore be enforced both at law and equity and any prevailing Party shall be entitled to seek temporary or permanent injunction from a court of competent jurisdiction. All of the parties’ rights and remedies hereunder shall be cumulative and not alternative.

16. Arbitration. If any dispute arises between us with respect to any of the terms of this agreement, such dispute shall be resolved by arbitration in the State of Delaware. The prevailing party shall be entitled to recover, in addition to any award, all costs of arbitration, including reasonable attorney’s fees. The award in any such arbitration shall be final and binding and the prevailing party shall be entitled to entry of judgment in an applicable court or courts on such final decision. Such arbitration will be expedited, and the arbitrator will be required to render his decision within one hundred twenty (120) days of demand for arbitration. This arbitration clause will survive termination of this Agreement.

17. General Investor. Janas and Client(s) recognize that the Recipient and its Representatives are in the business of evaluating and investing in a variety of businesses across a broad spectrum of industries. Nothing in this agreement will Recipient or its Representatives ability to analyze or invest in other businesses.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first set forth above.

**JANAS CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NAME OF PROSPECTIVE OPPORTUNITY(IES):**

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