MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of the last date signed below (the "Effective Date"), by and between:

BRAVO TECHNOLOGIES, which, along with its present and future affiliates, subsidiaries, authorized agents, employees, third-party vendors, freelancers, consultants, and contractors, is collectively referred to herein as "Tech Bravo" or the "First Party");

AND of ,
which, along with its present and future affiliates, subsidiaries, authorized agents, employees, third-party vendors, freelancers, consultants, and contractors, is collectively referred to herein as the "Second Party").

Tech Bravo and the Second Party are each referred to herein as a "Party" and collectively as the "Parties." In the context of the disclosure of confidential information, the Party disclosing such information shall be referred to as the "Disclosing Party" and the Party receiving such information shall be referred to as the "Receiving Party."

RECITALS

WHEREAS, the Parties possess proprietary and confidential information and have a mutual interest in evaluating a potential joint venture, partnership, collaboration, etc... (the "Purpose"); and

WHEREAS, the exchange of confidential information is necessary to achieve the Purpose, and the Parties desire to legally define and protect that exchange.

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AGREEMENT

1. Definition of Confidential Information

Confidential Information includes, but is not limited to, any non-public information, ideas, prototypes, designs, financial data, business plans, and processes. This definition explicitly extends to the existence, functionality, features, performance, user interface, business model, and underlying technology of any unreleased, pre-release, or beta software, services, or applications ('App Confidential Information'). This also includes the identity and opinions shared by any other participant in a focus group or market testing session. This specifically includes, but is not limited to:

1. Trade Secrets as defined under the Tennessee Uniform Trade Secrets Act (T.C.A. § 47-25-1701 et seq.);
2. business plans, marketing strategies, client lists, vendor data, pricing models, employee compensation, and operational methods (including all contents of the SOP Manual);
3. financial data, forecasts, and projections;
4. Source code, object code, algorithms, technical specifications, schematics, and diagnostic logs;
5. information relating to client accounts, passwords, network configurations, and data (P3/P4 data);
6. any other information identified as confidential, proprietary, or private.

***NOTE**:* The failure to mark information as "Confidential" shall not waive its confidential nature if a reasonable person would understand the information to be confidential based on its nature or the circumstances of its disclosure.

2. Obligations of the Receiving Party

The Recipient (Participant) agrees not to disclose, publish, screenshot, photograph, record, or publicly discuss any App Confidential Information on any external platform, including social media, blogs, or public forums, without the explicit prior written consent of the Disclosing Party (Tech Bravo). This obligation includes refraining from disclosing the identity or specific feedback of any other focus group participant. This specifically includes, but is not limited to:

1. Non-Disclosure: The Receiving Party shall not disclose, duplicate, or permit access to the confidential information to any third party without the prior express written consent of the Disclosing Party.
2. Standard of Care: The Receiving Party shall use at least the highest reasonable degree of care to prevent the unauthorized use or disclosure of the confidential

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information, which shall be no less than the care it uses to protect its own similar proprietary information.

3. Use Limitation: The Receiving Party shall only use the confidential information solely for the stated Purpose of this Agreement. Any other use is strictly prohibited.
4. Authorized Recipients: Disclosure is limited only to the Receiving Party's employees, agents, or consultants who
    a. have a need to know such information to fulfill the Purpose, and
    b. are bound by confidentiality obligations at least as restrictive as those contained herein.

3. Exclusions from Confidential Information (The Exceptions)

confidential information shall *not* include information that:

1. Is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party;
2. Was already in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party, provided no prior confidentiality obligation was breached;
3. Is received from a third party free of any restriction on disclosure and use;
4. Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's confidential information.

4. Compelled Disclosure and Notice

If the Receiving Party is required by law, regulation, or court order to disclose any confidential information, the Receiving Party shall:

1. Provide the Disclosing Party with prompt written notice of the legal request before disclosure
2. cooperate fully with the Disclosing Party’s reasonable efforts to seek a protective order or other appropriate remedy. Disclosure shall be limited to the minimum extent legally required.

5. Term and Survival (Duration)

1. Term of Agreement: This Agreement shall commence on the Effective Date and shall remain in effect for two (2) years unless earlier terminated by mutual written consent.
2. Survival of Obligations (The Key Protection): Notwithstanding Section 5(1), the confidentiality obligations relating to all confidential information disclosed hereunder shall survive the termination of this Agreement and continue for a period of five (5) years from the date of last disclosure. For any information qualifying as a Trade

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Secret under Tennessee law, the confidentiality obligations shall continue for as long as such information maintains its status as a Trade Secret.

6. Return or Destruction

Upon the Disclosing Party's written request or upon termination of the Purpose, the Receiving Party shall promptly return or destroy all confidential information, including all copies, notes, summaries, and derivatives, within ten (10) business days. The Receiving Party shall provide written certification of such destruction or return.

7. Remedies and Jurisdiction (Tennessee Focus)

1. Injunctive Relief: The Parties acknowledge that unauthorized disclosure or use of confidential information will cause irreparable harm for which monetary damages will be inadequate. The Disclosing Party shall be entitled to seek injunctive relief (a court order stopping the disclosure) without the necessity of posting a bond, in addition to any other remedies available at law or equity.
2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its choice of law principles.
3. Jurisdiction and Venue: The Parties irrevocably agree that any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state courts located in Rutherford County, Tennessee, and the federal courts located in the Middle District of Tennessee.

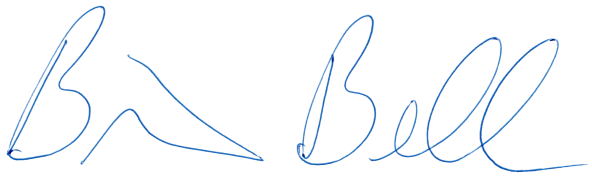
8. General Provisions

1. No Warranty: All confidential Information is provided "AS IS." Neither Party makes any warranties, express or implied, regarding its accuracy or completeness.
2. Relationship of Parties: This Agreement does not create any agency, partnership, or joint venture between the Parties.
3. Waiver: The failure of either Party to enforce any right under this Agreement shall not be construed as a waiver of that right.
4. Entire Agreement: This document constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF,

the Parties authorized agents have executed this Agreement as of the dates indicated below:

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BRAVO TECHNOLOGIES	**SECOND PARTY**
Name: Brian Bell	Name:
Signature: 	Signature:
Date:	Date:

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