

## **Non-Disclosure Agreement (NDA)**

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into as of **01/01/2023**, by and between **Equator EV**, with its principal place of business at 10222 Georgibelle Dr, Houston, Texas (hereinafter referred to as the "Disclosing Party"), and the undersigned recipient, residing at (hereinafter referred to as the "Recipient").

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information relating to its business, including but not limited to trade secrets, customer lists, financial information, technical data, marketing strategies, and other valuable information (hereinafter collectively referred to as the "Confidential Information"); and

WHEREAS, the Disclosing Party wishes to ensure that the Confidential Information remains confidential and is not disclosed or used for any purpose other than the Purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **1. Confidentiality Obligations**

1.1 The Recipient agrees to hold all Confidential Information in strict confidence and to take all reasonable precautions to protect the Confidential Information against unauthorised disclosure or use.

1.2 The Recipient shall not disclose, distribute, publish, transmit, or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party.

1.3 The Recipient shall only use the Confidential Information for the Purpose and shall not use it for any other purpose without the express written consent of the Disclosing Party.

### **2. Permitted Disclosures**

2.1 The obligations of confidentiality set forth in this Agreement shall not apply to any Confidential Information that:

- a) Was already in the possession of the Recipient at the time of disclosure, as evidenced by written records;
- b) Is or becomes publicly available without any breach of this Agreement;
- c) Is rightfully obtained by the Recipient from a third party without any obligation of confidentiality;
- d) Is independently developed by the Recipient without reference to the Confidential Information.

### **3. Return of Confidential Information**

3.1 Upon the written request of the Disclosing Party or upon termination of this Agreement, the Recipient shall promptly return all Confidential Information, including any copies or reproductions thereof, or certify the destruction thereof, at the Disclosing Party's discretion.

### **4. Governing Law and Jurisdiction**

- 4.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, without regard to its conflict of laws principles.
- 4.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within the State of Texas.

**5. Entire Agreement**

- 5.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

Equator EV:

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Atul Vir  
President  
[Date]

Recipient:

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[Recipient Name]  
[Date]