



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into on the date of last signature below (the "Effective Date") by and between:

Shark Group USA, with its principal place of business at 1111 Brickell Ave, 10th Floor, Miami FL 33131 USA (hereinafter referred to as the "Company"), and

Name (Individual or Company Name):

Name

(hereinafter referred to as the "Potential Client").

The Company and the Potential Client are collectively referred to as the "Parties" and individually as a "Party".

1. PURPOSE

The Parties wish to explore a potential business relationship related to product design and development services, including but not limited to industrial design, engineering, prototyping, testing, quality control, production, and shipping (the "Purpose"). In connection with the Purpose, each Party may disclose certain confidential and proprietary information to the other Party during virtual consultations, Zoom meetings, and other communications. This Agreement is intended to protect the confidentiality of such information in the course of such discussions.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either directly or indirectly, in writing, orally, electronically, through screen sharing during virtual meetings, or by inspection of tangible objects, including but not limited to:

- (a) Product ideas, concepts, sketches, renderings, CAD files, and prototypes;
- (b) Engineering specifications, technical data, and manufacturing processes;
- (c) Business plans, marketing strategies, customer lists, and financial information;
- (d) Research and development information, know-how, trade secrets, and intellectual property;
- (e) Any other information that should reasonably be recognized as confidential information of the Disclosing Party.

Confidential Information shall not include any information that:

- (a) Was in the Receiving Party's possession prior to receipt from the Disclosing Party, without any obligation of confidentiality;
- (b) Is or becomes publicly available through no fault of the Receiving Party;
- (c) Is rightfully received by the Receiving Party from a third party without a duty of confidentiality;
- (d) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- (e) Is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

3. OBLIGATIONS OF RECEIVING PARTY

Each Party, when acting as the Receiving Party, agrees to:

- (a) Maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care that it uses to protect its own confidential information, but no less than a reasonable degree of care;
- (b) Not disclose any Confidential Information to any person or entity other than employees, agents, or professional advisors of the Receiving Party who have a

need to know, who have been informed of the confidential nature of the information, and who are bound by obligations of confidentiality at least as restrictive as those contained herein;

(c) Not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Purpose;

(d) Not record, capture, or store any virtual meeting content without the express written permission of the Disclosing Party;

(e) Not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Disclosing Party's Confidential Information;

(f) Promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information and take reasonable steps to prevent further unauthorized use or disclosure.

4. VIRTUAL MEETINGS AND CONSULTATIONS

The Parties acknowledge that discussions may take place via Zoom or other virtual meeting platforms. The Parties agree that:

(a) All information shared during virtual meetings, including verbal discussions, screen sharing, and digital presentations, is subject to this Agreement;

(b) Neither Party shall record, capture screenshots, or otherwise store the content of virtual meetings without the express written consent of the other Party;

(c) Each Party shall ensure that no unauthorized individuals are present or able to overhear virtual meetings where Confidential Information may be discussed;

(d) In the event of technical difficulties that may compromise the security of a virtual meeting, the Parties shall immediately terminate the meeting and reschedule once secure communications can be established.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, regardless of whether the Parties enter into a business relationship. Each Party's obligations with respect to Confidential Information that constitutes trade secrets shall continue for as long as such information remains a trade secret under applicable law.

6. RETURN OF MATERIALS

Upon the Disclosing Party's request or upon termination of the relationship between the Parties, the Receiving Party shall promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof, and shall permanently delete all electronic copies of Confidential Information. Upon request, the Receiving Party shall provide a written certification of compliance with this section.

7. NO RIGHTS GRANTED

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patent, copyright, trademark, or other intellectual property right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information except as expressly set forth herein.

8. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION.

9. REMEDIES

Each Party acknowledges that any breach of this Agreement may cause irreparable harm to the other Party for which monetary damages may be inadequate, and each Party agrees that the other Party shall be entitled to seek injunctive relief in addition to all other remedies available at law or in equity.

10. MISCELLANEOUS

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles.

10.2 Jurisdiction. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Miami-Dade County, Florida.

10.3 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

10.4 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

10.6 Modification. This Agreement may only be modified by a written amendment signed by authorized representatives of both Parties.

10.7 Waiver. The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

COMPANY:

Shark Group USA

A rectangular box containing a handwritten signature in black ink. The signature reads "Oliver Evans" in a cursive script, with a horizontal line drawn underneath the name.

Name:

Oliver Evans

Title:

CEO

Date:

July 25, 2025

POTENTIAL CLIENT:

Name (Individual or Company):

Doe

[company-name]

Title:

[title]