

Non-Disclosure / Confidentiality Agreement

This **Non-Disclosure/Confidentiality Agreement** ("Agreement") is entered into by and between **Gold Root Solutions Inc.**, doing business as **OLIIDEA** (the "Company"), and the person(s) ("Client") engaging for the purpose of idea submission and development services.

1. Purpose of Disclosure

The Client wishes to disclose information related to their innovative idea ("Idea") and/or other confidential or proprietary information ("Confidential Information") to the Company for the purpose of obtaining development assistance.

2. Description of Idea

The Idea is as described in any communications and materials provided by the Client to the Company.

3. Scope of Confidential Information

Confidential Information includes the Idea and all other information related to the Idea disclosed by the Client to the Company, including any materials, communications, and documents provided for development or consultation purposes.

4. Exclusions from Confidential Information

Confidential Information does not include information that:

- (a) Was in the Company's possession prior to disclosure by the Client.
- (b) Is lawfully received by the Company from a third party without breach of any confidentiality obligation.
- (c) Is independently developed or discovered by the Company without reference to or use of the Client's Confidential Information.
- (d) Is or becomes a matter of public knowledge through no fault of the Company or through any disclosure by the Company in violation of this Agreement.
- (e) Is disclosed by the Client to a third party without an obligation of confidentiality.

5. Protection of Confidential Information

The Company agrees to protect the Confidential Information from unauthorized publication, dissemination, disclosure, or use by third parties. The Company will take all necessary measures to ensure the security and confidentiality of the Client's information.

6. Use of Confidential Information

The Company will use the Confidential Information solely for the purpose of evaluating the Idea and providing related services. Any further services or use of the Confidential Information beyond this scope will require written consent from the Client.

7. Client Representations and Indemnity

The Client represents and warrants that they have the legal authority to disclose the Idea and Confidential Information to the Company. The Client agrees to indemnify and hold the Company harmless from any claims, liabilities, or disputes arising from such disclosure or from any breach of this Agreement by the Client.

8. Ownership of Idea and Confidential Information

All ownership rights in the Idea and Confidential Information, including any intellectual property rights, trade secrets, or other legally protectable interests, shall remain vested in the Client. Nothing in this Agreement transfers ownership of the Idea or Confidential Information to the Company.

9. Agreement Activation

This Agreement becomes active and enforceable once it is in the Client’s possession, whether or not the Client signs the document. The Client is encouraged to retain a copy for personal records. The Company's signature is pre-authorized and does not require further execution.

10. Amendments

This Agreement may not be amended or modified except by a written document signed by both parties.

Gold Root Solutions Inc.

Client:

(Doing Business As OLIIDEA)

Authorized Company Signature:

Sign _____

Gold Root Solutions Inc.

Pre-authorized and binding as of: 10/10/2024

Adrian Gauna

Adrian Gauna (Operations Manager)

Print _____

Date _____