

OLI IDEA (Gold Root Solutions Inc.) — Confidentiality and Non-Disclosure Agreement (NDA)

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between **Gold Root Solutions Inc.**, doing business as **OLI IDEA** ("Company"), and the individual or entity submitting confidential information ("Client").

1. Purpose of Disclosure

The Client intends to disclose certain proprietary, confidential, or sensitive information ("Confidential Information") to the Company for the purpose of evaluation, consultation, development assistance, or potential collaboration.

2. Scope of Confidential Information

Confidential Information includes, without limitation:

- Inventions, ideas, designs, processes, plans, concepts, software, business strategies, financial information, and other proprietary materials disclosed in any form (written, oral, visual, or digital).
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3. Obligations of Confidentiality

The Company agrees to:

- Maintain the confidentiality of all Confidential Information using commercially reasonable standards of care.
 - Use the Confidential Information solely for the stated purposes.
 - Not disclose, publish, or disseminate Confidential Information to any third party without the Client's express written consent, except as outlined in Section 5 below.
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4. Exclusions

Confidential Information does not include information that:

- (a) Was publicly available at the time of disclosure or becomes publicly available through no fault of the Company;
 - (b) Was known to the Company prior to disclosure by the Client;
 - (c) Is independently developed by the Company without reference to the Client's Confidential Information;
 - (d) Is lawfully obtained by the Company from a third party without breach of confidentiality obligations;
 - (e) Is disclosed with the Client's written approval.
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5. Limited Third-Party Engagements

To better support the Client's goals, the Company may, at its sole discretion, suggest introductions to trusted third-party advisors or collaborators.

- In such cases, only general, non-sensitive project descriptors (e.g., field, industry, stage) may be shared.
 - No confidential idea content will be disclosed without the Client's explicit written permission.
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6. Ownership and Intellectual Property

All rights, title, and interest in the Idea and Confidential Information shall remain solely with the Client. Nothing in this Agreement grants the Company any license, ownership, or rights to the Idea or Confidential Information.

7. Client Representations

The Client warrants that:

- They have full authority to disclose the Idea and associated Confidential Information.
- Disclosure does not infringe the rights of any third party.

The Client agrees to indemnify and hold harmless the Company against any claims arising from breach of these warranties.

8. Term and Duration

This Agreement will remain in effect:

- (a) For an indefinite period with respect to any Confidential Information that constitutes trade secrets under applicable law; and
 - (b) For a period of five (5) years from the date of disclosure for all other Confidential Information.
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9. Activation

This Agreement becomes binding:

- Upon submission of Confidential Information to the Company through any means (website, portal, email, or otherwise).
 - No physical signature is required. The Company's agreement is pre-authorized by its duly authorized representative.
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10. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Florida, United States, without regard to conflict of law principles.

Authorized Company Representative

Gold Root Solutions Inc. (Doing Business As OLI IDEA)

By its duly authorized corporate officer.

Effective Date: 10/10/2024

Print _____

Date _____