

OLI IDEA (Gold Root Solutions Inc.)
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Effective Date: November 1, 2025 | Version 2.0

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

1. YOUR INVENTION IS FULLY PROTECTED

All invention details, technical specifications, designs, business plans, and proprietary information you disclose ("Confidential Information") remain YOUR property and are protected under this NDA. We will NEVER share your Confidential Information with anyone without your explicit written permission.

Confidential Information includes: inventions, ideas, designs, processes, software, algorithms, business strategies, financial information, trade secrets, prototypes, drawings, and any proprietary materials in any form.

2. OUR CONFIDENTIALITY OBLIGATIONS

We agree to: (a) protect your Confidential Information using encryption, restricted access, and secure storage; (b) use it solely to evaluate and assist with your project; (c) not disclose it to any third party without your written consent, except as outlined in Section 3; (d) limit access to authorized personnel bound by confidentiality; and (e) return or destroy it upon your request.

Exclusions: This does not apply to information that: (a) is or becomes publicly available through no fault of ours; (b) we knew before you disclosed it; (c) we develop independently; (d) we lawfully obtain from a third party; or (e) must be disclosed by law (we'll notify you first).

3. HELPFUL PARTNER INTRODUCTIONS (FOR YOUR BENEFIT ONLY)

TO HELP YOU SUCCEED, we maintain relationships with verified professionals—patent attorneys, design firms, manufacturing consultants, marketing specialists, and licensing brokers—who can help bring your invention to market.

WHAT WE SHARE (With Your Consent): To connect you with professionals who can assist your specific project needs, we may share your contact information (name, phone, email, general project category—NOT your invention details) with relevant partners. These partners may contact you via phone (including automated calls), text, or email to offer services that support your invention journey.

YOUR INVENTION STAYS PROTECTED: We will NEVER share your invention details, technical specifications, business plans, or any Confidential Information with partners. They only receive your contact info to reach out and discuss how they can help YOU.

YOUR CONTROL: (a) We only share your contact info if you consent via our website

forms; (b) You can opt out anytime by emailing info@oliidea.com or calling 786-300-1517; (c) Consent is optional—you can use OLI IDEA's resources without agreeing to partner introductions; (d) Partners are independent providers (not our employees) and operate under their own terms.

WHY WE DO THIS: Most inventors need specialized services we don't provide in-house. Rather than making you search alone, we connect you with reputable professionals we've vetted. This is designed to save you time and accelerate your path to market—it's entirely for your benefit.

4. OWNERSHIP & INTELLECTUAL PROPERTY

All rights, title, and interest in your Confidential Information remain solely with you. This Agreement does not grant us any license or ownership rights. We claim no rights to your invention, idea, or innovation.

5. YOUR REPRESENTATIONS

You warrant that: (a) you have authority to disclose the information; (b) disclosure doesn't infringe third-party rights; (c) the information is accurate to your knowledge; and (d) you're at least 18 years old. You agree to indemnify us against claims arising from breach of these warranties.

6. TERM & DURATION

This Agreement remains in effect: (a) indefinitely for information qualifying as trade secrets under law; and (b) for five (5) years from disclosure for all other Confidential Information.

7. HOW THIS AGREEMENT ACTIVATES

This Agreement becomes binding when you submit information to us through our website, email, or any other method. By submitting or checking the acceptance box, you acknowledge you've read and agree to these terms. No physical signature required—the Company's acceptance is pre-authorized by its corporate officer.

8. LEGAL PROVISIONS

REMEDIES: Unauthorized disclosure may cause irreparable harm. You're entitled to injunctive relief and other legal remedies. Prevailing party recovers attorneys' fees.

GOVERNING LAW: Florida law governs this Agreement. Disputes are subject to exclusive jurisdiction of courts in Miami-Dade County, Florida.

SEVERABILITY: If any provision is invalid, the rest remains enforceable.

ENTIRE AGREEMENT: This Agreement, with our Privacy Policy and Terms of Service, constitutes the complete agreement and supersedes all prior agreements.

AMENDMENTS: May only be amended in writing or by updated version posted on our website with notice.

ASSIGNMENT: You may not assign this without our consent. We may assign to successors or affiliates.

NOTICES: Email info@oliidea.com or call 786-300-1517. We'll use the contact info you provided.

COMPANY AUTHORIZATION

Gold Root Solutions Inc. (d/b/a OLI IDEA)
By: Adrian Gauna, Authorized Officer
Effective: November 1, 2025

CLIENT ACCEPTANCE

By submitting information to OLI IDEA or checking the acceptance box on our website, you acknowledge you have read, understood, and agree to this Agreement.

✓ YOUR PROTECTION SUMMARY

- Your invention details are NEVER shared—fully protected under this NDA
- With your consent, we may share your contact info (not invention details) with verified partners who can help bring your idea to market
- Partner introductions are designed to benefit YOU by connecting you with professionals you need
- You control all sharing and can opt out anytime: info@oliidea.com | 786-300-1517
- Download and save this agreement for your records

Questions? info@oliidea.com | 786-300-1517