MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between:

Olewave, LLC, a California limited liability company ("**Party A**"), and

_____ ("**Party B**").

Party A and Party B are individually referred to as a "**Party**" and collectively as the "**Parties**."

1. CONFIDENTIAL INFORMATION

1.1 Definition. "**Confidential Information**" means all non-public information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally, visually, in writing, or in electronic form, including but not limited to:

- **Pricing and Fees:** Dataset costs, licensing fees, service charges, structure, and payment terms.
- **Data Sources:** Origins, procurement methodologies, supplier relationships, and database architectures.
- **Technical Processes:** Data collection methodologies, processing solutions, algorithms, models, and related software technology.
- **Business Information:** Strategic plans, financial projections, customer data, product roadmaps, and trade secrets.
- **Other Non-Public Data:** Any other information marked as confidential or that reasonable persons would understand to be confidential given the nature of the information and circumstances of disclosure.

1.2 Exclusions. Confidential Information does not include any information that:

(a) is or becomes publicly available without breach of this Agreement by the Receiving Party;

(b) was already in the Receiving Party's lawful possession prior to disclosure without restriction;

(c) is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information; or

(d) is lawfully obtained from a third party without restriction or breach of confidentiality duties.

1.3 Compelled Disclosure. If the Receiving Party is legally required by court order, subpoena, or law to disclose any Confidential Information, it shall provide prompt written notice to the Disclosing Party (where legally permissible) to allow the Disclosing Party to seek a protective order.

2. OBLIGATIONS AND RESTRICTIONS

2.1 Purpose. The Receiving Party shall use the Disclosing Party's Confidential Information solely to evaluate or pursue a potential business relationship between the Parties (the "**Purpose**").

2.2 Standard of Care. The Receiving Party shall exercise reasonable care—at least equivalent to the care used to safeguard its own confidential information of like importance, but no less than a reasonable standard of care—to prevent unauthorized access, use, or disclosure of Confidential Information.

2.3 Authorized Disclosures. The Receiving Party may disclose Confidential Information only to its employees, officers, directors, consultants, and legal/financial advisors who:

(a) need to know such information for the Purpose; and

(b) are bound by confidentiality obligations at least as restrictive as those in this Agreement.

2.4 Prohibited Actions. The Receiving Party shall not reverse engineer, decompile, disassemble, replicate, modify, or create derivative works from any Confidential Information provided by the Disclosing Party.

3. TERM AND TERMINATION

3.1 Effective Period. This Agreement commences on the Effective Date and shall remain in effect for a period of five (5) years, or until terminated by either Party upon thirty (30) days' prior written notice.

3.2 Survival of Obligations. The obligations of confidentiality and non-use under this Agreement shall survive for five (5) years following the termination or expiration of this Agreement; provided, however, that obligations regarding trade secrets shall survive indefinitely or for as long as permissible under applicable law.

3.3 Return or Destruction of Materials. Upon written request by the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly return or certify the destruction of all physical and electronic copies of the Disclosing Party's Confidential Information.

4. REMEDIES AND GOVERNING LAW

4.1 Injunctive Relief. The Parties acknowledge that any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including preliminary and permanent injunctive relief, without the necessity of posting a bond or proving actual monetary damages.

4.2 Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, USA, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in the state or federal courts located in Santa Clara County, California.

5. MISCELLANEOUS

5.1 No License. Nothing in this Agreement grants or implies any license, title, interest, or intellectual property right in or to the Disclosing Party's Confidential Information.

5.2 Written Notices. All notices, claims, or demands under this Agreement must be in writing and delivered via email (with confirmation of receipt) or registered mail to the addresses specified by the Parties. Any notice of alleged breach must be delivered within one hundred eighty (180) days of discovery.

5.3 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

5.4 Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior negotiations, discussions, or agreements. Amendments must be made in writing and signed by authorized representatives of both Parties.

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

Olewave, LLC ("**Party A**")	_____ ("**Party B**")
By: _____	By: _____
Name: Wei Chu	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____