

TheDiscoveryAI

THEDISCOVERYAI.COM · TOLEDO, OHIO, USA

NON-DISCLOSURE AGREEMENT

English Version · Governing Law: State of Ohio, United States

RECEIVING PARTY / SERVICE PROVIDER:

THEDISCOVERYAI LLC, a limited liability company incorporated under the laws of the State of Ohio, United States, with registered address at 4027 River RD, Toledo, Ohio, USA, represented by its CEO and Co-Founder **Saddam Hossain Arian** — arian@thediscoveryai.com

DISCLOSING PARTY / CLIENT:

The individual or legal entity who, upon accepting this Agreement through the electronic mechanisms set forth in Clause 10, declares to be the owner of the confidential information to be provided to THEDISCOVERYAI LLC in connection with the contracted services.

1. PURPOSE

This Agreement is entered into to protect Confidential Information provided by the Disclosing Party to THEDISCOVERYAI LLC in connection with data analysis, artificial intelligence, business diagnostics and/or virtual consulting services (hereinafter, "the Services"). The information shall be used solely for the purposes agreed herein.

2. CONFIDENTIAL INFORMATION

Confidential Information means all information provided by the Disclosing Party, including but not limited to: sales data, revenues, margins and financial projections; customer information, segmentation and churn rates; pricing structures and commercial strategies; operational data, KPIs and internal metrics; databases in any format (Excel, CSV, JSON, API or others); and any other information marked or communicated as confidential.

Excluded from Confidential Information: information in the public domain without breach of this Agreement; information already in THEDISCOVERYAI LLC's possession prior to disclosure; information required by final judicial or administrative order after prior notice to the Disclosing Party.

3. OBLIGATIONS OF THEDISCOVERYAI LLC

1. Keep all Confidential Information strictly confidential and not disclose it to third parties without prior written consent of the Disclosing Party.
2. Use the information solely for the contracted Services. Its use to train AI models, sell, assign, or exploit it for the benefit of THEDISCOVERYAI LLC or unrelated third parties is expressly prohibited.
3. Implement adequate technical security measures (encryption in transit and at rest, access controls).
4. Restrict access to information to personnel strictly necessary for the engagement, who shall be equally bound by the obligations of this Agreement.
5. Notify the Disclosing Party of any security incident within a maximum of **24 hours** from detection.

4. RETURN AND DESTRUCTION OF INFORMATION

Upon completion of the service, or upon written request by the Client, THEDISCOVERYAI LLC shall proceed to the total and definitive deletion of all Confidential Information received, including files, backups and derivative materials, within **15 calendar days**. Written confirmation of deletion will be issued upon the Client's request.

No-retention commitment: Client data will not be retained in THEDISCOVERYAI LLC's systems once the final report is delivered. No permanent backups of identifiable Client information will be made.

5. OWNERSHIP OF INFORMATION

All Confidential Information shall remain the exclusive property of the Disclosing Party. Its disclosure does not grant THEDISCOVERYAI LLC any intellectual property rights, license or authorization for use other than that expressly established in this Agreement.

6. TERM OF CONFIDENTIALITY

Confidentiality obligations shall remain in force for **three (3) years** from the date of acceptance by the Client. This obligation survives the physical deletion of data and the termination of the commercial relationship.

7. CLIENT REPRESENTATIONS

The Disclosing Party represents that: (a) it owns or is authorized to disclose the Confidential Information; (b) the information provided is truthful and does not infringe third-party rights; (c) it has read and fully accepts this Agreement.

8. LIMITATION OF LIABILITY

Reports and analyses are advisory in nature and do not constitute regulated legal, accounting or financial advice. THEDISCOVERYAI LLC's maximum liability for any claim under this Agreement shall be limited to the amount paid by the Client for the contracted service.

9. NO COMMERCIAL OBLIGATION

This Agreement does not obligate either party to enter into any additional contract or to acquire or provide services beyond what is expressly agreed. Neither party may bind the other with respect to third parties by virtue of this Agreement.

10. ELECTRONIC ACCEPTANCE

Acceptance mechanism: This Agreement shall be deemed accepted when the Client checks the consent box on the BizlinkGTM / TheDiscoveryAI platform. This action automatically records the Client's IP address, UTC date and time of acceptance, constituting sufficient proof of informed consent under the E-SIGN Act (15 U.S.C. § 7001 et seq.).

11. GOVERNING LAW AND DISPUTES

This Agreement is governed by the laws of the State of Ohio, USA. Any dispute not resolved amicably within 30 days shall be submitted to the competent courts of the State of Ohio.

12. SEVERABILITY

If any provision is declared invalid, the remaining provisions shall remain in full force. Amendments must be made in writing and accepted by both parties.

Saddam Hossain Arian

CEO & Co-Founder — THEDISCOVERYAI LLC
4027 River RD, Toledo, Ohio, USA
arian@thediscoveryai.com

Client

Electronically accepted
Date: _____
Registered IP: _____

Advisory draft — not legal advice. Attorney review recommended.
THEDISCOVERYAI LLC · 4027 River RD, Toledo, Ohio, USA · arian@thediscoveryai.com