

Mutual Non Disclosure Agreement

For confidential discussions concerning database, cloud infrastructure, data engineering, artificial intelligence, automation, and related consulting services and business opportunities with CTRD Inc.

Complete the other Party's details below and sign on page 4. Keep all four pages together. This template takes effect only when both Parties sign it. Downloading, viewing, or completing it alone does not create an agreement.

Parties

Party A: CTRD Inc., a Canadian corporation
Canadian Business Number: 860570431
Address: 314 - 3560 St. Clair Ave. E., Toronto, ON, Canada, M1K 0A9
Representative: Andrejs Shubas, Director
Email for notices: andrew.shubas@gmail.com
Telephone: +1 (416) 684-7745 | +1 (647) 209-9093
Website: <https://ctrd.consulting/>

Party B: Complete the legal entity's details, or your personal details if signing as an individual. A trading name alone is insufficient.

Full legal name: _____

Entity type or individual: _____

Incorporation jurisdiction and registration number, if applicable:

Street address: _____

City, province or state, postal code: _____

Country: _____

Email for notices: _____

Telephone, optional: _____

Discussion details

Specific opportunity or project, optional; otherwise the general Purpose in clause 1 applies:

Earlier disclosures to include, optional: _____

Enter a date or "none". If blank, only disclosures from the Effective Date are covered.

Effective Date: the date of the last signature on page 4. Party A and Party B are each a Party and together the Parties.

1 Purpose and scope

In exchange for the mutual promises in this Agreement, either Party may disclose information to the other solely to assess and negotiate a possible consulting engagement, commercial partnership, or other business opportunity between them involving database services, cloud infrastructure, data engineering, artificial intelligence, automation, or related technology and advisory services (the Purpose). Any specific opportunity entered on page 1 narrows the Purpose. This Agreement governs disclosures from the Effective Date and any earlier disclosures expressly included on page 1. Each Party may act as a disclosing Party or a receiving Party.

2 Confidential Information

Confidential Information is nonpublic information supplied by or on behalf of a disclosing Party for the Purpose, in any form, that is marked confidential or that should reasonably be recognized as confidential from its nature or the circumstances. It includes business strategies, financial information, proposals, prices, customer and supplier information, intellectual property, and information the disclosing Party is authorized to share subject to another person's confidentiality rights.

For technical discussions, this includes database schemas and contents, query text, execution plans, diagnostic logs, source code, scripts, system architecture, configurations, credentials, security findings, and recovery plans. It also includes cloud account and network designs, infrastructure as code, deployment configurations, AI prompts and instructions, datasets, model configurations and weights, evaluation results, and AI outputs, in each case to the extent they satisfy the definition above or contain or reveal Confidential Information. Copies, extracts, and analyses reflecting Confidential Information are also protected. Nonpublic details of the Parties' negotiations are confidential; the publicly available blank template and public contact details are not confidential merely because they appear here.

3 Exclusions

Information is not Confidential Information to the extent the receiving Party can substantiate that it: (a) already lawfully possessed it without a confidentiality duty; (b) becomes public without a breach of duty; (c) lawfully receives it from another source entitled to provide it without a confidentiality duty; or (d) independently develops it without using or referring to the protected information.

4 Use and protection

The receiving Party shall use Confidential Information only for the Purpose, make only reasonably necessary copies, and safeguard it with at least reasonable care and no less care than it uses for its own similar confidential information. Access must be restricted to its directors, officers, employees, contractors, and professional advisers who need access for the Purpose and who are bound by written confidentiality and use restrictions at least as protective as this Agreement, or enforceable professional duties of confidence. The receiving Party remains responsible for their compliance.

Other recipients require the disclosing Party's prior written consent. Appropriate safeguards shall include access controls and secure storage and transmission proportionate to the information. The receiving Party shall not put Confidential Information into a public repository, public AI tool, or service permitted to train models on that information without prior written consent. On discovering unauthorized access, use, or disclosure, it shall promptly notify the disclosing Party and reasonably cooperate in containment and remediation.

5 Required and protected disclosures

A receiving Party may disclose information to the extent required by applicable law or a binding order. Where legally permitted, it shall give prompt advance notice, disclose only what is required, and reasonably assist efforts to obtain confidential treatment at the disclosing Party's expense. This Agreement does not restrict lawful reporting to authorities, protected whistleblowing, or any disclosure or right that applicable law does not permit the Parties to restrict.

6 Duration and survival

This Agreement permits disclosures for two years from the Effective Date unless either Party terminates it earlier by written notice. The confidentiality and restricted-use duties continue for five years after termination or expiry. For information that qualifies as a trade secret under applicable law, these duties continue while it retains that status other than through a breach of duty. Accrued rights and provisions needed to enforce surviving obligations remain effective.

7 Return or deletion

On written request or termination, the receiving Party shall within 30 days return or securely delete protected information, including derived materials, and confirm completion in writing if requested. It may retain records required by law or professional retention duties and routine backup copies that cannot reasonably be individually removed. Retained information remains protected, may be used only for the applicable retention or recovery need, and shall be deleted under the ordinary retention cycle. Restored backup information remains subject to this Agreement.

8 Ownership and information quality

Disclosure transfers no ownership or intellectual property rights. Only the limited use necessary for the Purpose is permitted. Information is supplied as is, without a promise of accuracy or completeness. Neither Party is required to disclose anything or rely on information without its own assessment. Nothing excludes liability for fraud or rights and obligations that cannot lawfully be excluded.

9 No obligation to transact or restriction on independent business

Each Party bears its own discussion costs unless separately agreed. This Agreement does not require either Party to buy services, invest, conclude a transaction, or continue discussions. It creates no partnership, joint venture, employment, agency, exclusivity, noncompetition, or nonsolicitation obligation. Either Party may undertake independent business activities, including with competitors, while respecting the confidentiality and use restrictions here. Use of a Party's name, logo, or relationship in publicity requires its prior written consent.

10 Separate services and privacy arrangements

This Agreement alone does not authorize production access, operational changes, or performance of consulting services. Scope, fees, service levels, ownership of deliverables, and service liability require a separate written agreement. Personal data and regulated information should be minimized or anonymized during evaluation. Project-specific cloud and AI terms, including approved providers, data use and model training permissions, intellectual property rights, human review, and operational responsibilities, must be agreed separately before the relevant work begins. Before processing personal data on another Party's behalf or permitting cross-border access, the Parties shall establish any required data processing, transfer, security, and access arrangements. Each Party must have authority to disclose information and shall comply with applicable privacy law.

11 Individuals and companies not yet formed

If Party B is an individual, that individual signs and is bound personally. If Party B is an existing entity, its signatory represents that they have authority to bind it and signs for that entity. A company not yet formed is not a Party. It may join only through a written accession accepted by both Parties or a separate NDA before it receives information. Its formation or accession does not release an individual signer without the other Party's express written agreement.

12 Governing law and remedies

This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable there, without applying rules that would select another jurisdiction's law. The Parties submit disputes on the merits to the exclusive jurisdiction of the competent courts in Toronto, Ontario. Either Party may seek urgent interim protection in another competent court. Mandatory laws that cannot be excluded remain applicable.

Unauthorized use or disclosure may cause harm for which damages are insufficient. A Party may seek an injunction or other appropriate relief, subject to applicable law and judicial discretion, in addition to other available remedies. No automatic contractual penalty, fixed damages, or guarantee of relief is created.

13 General terms

Notices shall be sent to the notice emails on page 1 and take effect when receipt is acknowledged or otherwise evidenced, excluding delivery failures. A Party may update its notice details by written notice. Neither Party may assign this Agreement without the other's written consent. It binds the Parties and their permitted successors and assigns.

This is the entire agreement on confidentiality for the Purpose and supersedes earlier understandings on that subject. Amendments require both Parties' written agreement. A later signed agreement overrides this Agreement only to the extent it expressly says so. An unenforceable provision shall be severed or limited only to the extent necessary, preserving the remainder where lawful. A waiver must be express and in writing; delay in enforcement is not a waiver.

Counterparts and electronic signatures may be used to the extent permitted by applicable law. Each Party should retain the complete executed document. Subsequent website or template changes do not amend an executed Agreement. The Parties request this Agreement in English; a translation is for convenience unless they agree otherwise in writing.

Signatures

By signing, the Parties accept all four pages. Entity signatories confirm their authority to bind the entity identified on page 1. Complete Party B's legal identity and notice email before signing.

For CTRD Inc.

Name: Andrejs Shubas

Title: Director

Signature: _____

Date: _____

For Party B identified on page 1

Signatory full name: _____

Title or "individual": _____

Signature: _____

Date: _____

End of Agreement