MASTER GLOBAL NON-DISCLOSURE AGREEMENT

This Master Global Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date of access, transmission, download, or receipt of any materials via the InProof platform ("Effective Date"), by and between:

**Disclosing Party:** The individual or legal entity uploading, transmitting, or sharing materials;
**Receiving Party:** The individual or legal entity accessing or receiving such materials.

Each a "Party," collectively the "Parties."

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**1. PURPOSE**

Confidential Information is disclosed solely for evaluation, investment consideration, licensing discussion, advisory review, collaboration, acquisition analysis, or other expressly authorized commercial purpose ("Purpose").

No other use is permitted.

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**2. SCOPE OF CONFIDENTIAL INFORMATION**

"Confidential Information" includes all non-public materials disclosed in any format, including but not limited to:

**A. Business & Financial Information**

- Business plans
- Investor materials
- Financial statements and forecasts
- Pricing structures
- Marketing strategies
- Commercial negotiations
- Trade secrets

**B. Technical & Engineering Information**

- Algorithms
- Source code

- Software architecture
- AI systems
- System documentation
- Prototypes
- Technical specifications
- Research data

**C. Literary & Written Works**

- Manuscripts
- Scripts
- Drafts
- Treatments
- Articles

**D. Creative & Media Works**

- Artworks
- Photographs
- Audio recordings
- Musical compositions
- Video files
- Film productions
- Digital assets
- NFTs

Confidential Information includes metadata, derivatives, partial extracts, and analyses thereof.

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**3. INTERNATIONAL LEGAL FRAMEWORK**

This Agreement shall be interpreted in a manner consistent with:

**United States Law**

- **Defend Trade Secrets Act of 2016**

- Uniform Trade Secrets Act (as adopted by U.S. states)
- **Copyright Act of 1976**
- Lanham Act (15 U.S.C.)
- Computer Fraud and Abuse Act (18 U.S.C. §1030)

**United Kingdom & European Union**

- **Copyright, Designs and Patents Act 1988**
- **Directive (EU) 2016/943**
- **Directive 2001/29/EC**
- **Directive (EU) 2019/790**

**WIPO & International Treaties**

- **World Intellectual Property Organization** framework treaties
- **Berne Convention for the Protection of Literary and Artistic Works**
- **WIPO Copyright Treaty**
- **WIPO Performances and Phonograms Treaty**
- **Agreement on Trade-Related Aspects of Intellectual Property Rights**

Nothing herein limits stronger protections available under mandatory national law.

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## 4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall:

1. Maintain strict confidentiality.
2. Use Confidential Information solely for the Purpose.
3. Not copy, reproduce, distribute, publish, transmit, or exploit.
4. Not reverse engineer, decompile, disassemble, or extract underlying logic.
5. Not use materials for AI training, data mining, or model development.
6. Not create derivative works.
7. Not register intellectual property based on disclosed content.
8. Apply commercially reasonable security safeguards.
9. Immediately notify Disclosing Party of unauthorized disclosure.

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### 5. TRADE SECRET PROTECTION

Confidential Information qualifying as trade secrets shall remain protected indefinitely so long as it:

- Derives independent economic value from not being generally known; and
- Is subject to reasonable measures to maintain secrecy.

Protection applies under U.S. federal and state law, EU law, UK law, and TRIPS minimum standards.

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### 6. INTELLECTUAL PROPERTY OWNERSHIP

All intellectual property rights remain the exclusive property of the Disclosing Party, including:

- Copyright
- Moral rights
- Trade secrets
- Patent rights
- Design rights
- Database rights
- Performer rights
- Neighboring rights
- Digital asset rights

No license, implied or express, is granted except for limited evaluation under the Purpose.

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### 7. MORAL RIGHTS

Where recognized (including UK, EU, and Berne jurisdictions), moral rights remain with the author, including:

- Right of attribution
- Right of integrity
- Protection against derogatory treatment

In U.S. jurisdictions, protection may apply under the Visual Artists Rights Act (VARA) where applicable.

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**8. DATA PROTECTION**

Where personal data is involved, Parties shall comply with:

- U.S. federal and state privacy laws
- UK GDPR
- EU GDPR
- Applicable cross-border data transfer mechanisms

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**9. TERM & SURVIVAL**

- Confidentiality: minimum 10 years.
- Trade secrets: indefinite.
- Copyright: statutory term (life + 70 years or as applicable).
- Injunctive relief rights survive termination.

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**10. REMEDIES**

Disclosing Party shall be entitled to:

- Temporary, preliminary, and permanent injunctions
- Ex parte seizure (where available under U.S. DTSA)
- Monetary damages
- Statutory damages (where applicable)
- Account of profits
- Attorneys' fees

Irreparable harm is acknowledged.

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**11. GOVERNING LAW & DISPUTE RESOLUTION**

Unless otherwise agreed in writing:

Primary governing law: State of New York, United States.

However, enforcement may be pursued in:

- Federal courts of the United States
- Courts of England and Wales
- Competent courts within the European Union
- Jurisdictions where infringement occurs

Optional clause (if activated): WIPO Arbitration and Mediation Center jurisdiction.

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**12. ELECTRONIC EXECUTION**

Electronic acceptance via platform authentication constitutes legally binding agreement under:

- U.S. E-SIGN Act
- Uniform Electronic Transactions Act (UETA)
- UK Electronic Communications Act 2000
- eIDAS Regulation

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**13. SEVERABILITY & ENTIRE AGREEMENT**

If any provision is unenforceable in one jurisdiction, it shall be modified to reflect the Parties’ intent while remaining enforceable.

This Agreement constitutes the entire understanding regarding Confidential Information.