MUTUAL NON-DISCLOSURE AGREEMENT

THIS **MUTUAL NON-DISCLOSURE AGREEMENT** (hereinafter this "***Agreement***") is entered into and made effective as of _____, 2026 (hereinafter the "***Effective Date***"), by and between Interlock Growth Advisory Inc. (the "***Company***"), and _____ (the "***Second Party***"). The Company and the Second Party are hereinafter each individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to facilitate the exchange of proprietary information between the Parties, which may include concepts, plans, proposals, markets, financial and technical information, pricing, strategy and goals, client data, personal data, system credentials, security configurations, and any information related to the Company's information security program; and

WHEREAS, in furtherance of this purpose, the Parties have each agreed to disclose or otherwise make available certain nonpublic data or information to the other Party, which data or information the disclosing party considers to be confidential and proprietary; and

WHEREAS, each Party wishes to review and examine the data or information received under this Agreement only for the purposes of performing services for, or collaborating with, the other Party in connection with the business relationship between the Parties; and

WHEREAS, it is the intent of the Parties to protect the data or information which each elects to disclose, but not to obligate either Party to disclose any data or information.

NOW THEREFORE, in consideration of these premises and of the mutual promises and covenants herein, it is hereby agreed as follows:

1. **PROPRIETARY INFORMATION.** As used herein, the term "Proprietary Information" shall mean any and all nonpublic information, in any form or medium (whether written, oral, electronic, visual, or otherwise), which: (i) relates to either Party's ongoing or proposed businesses, products and services, or technology; (ii) is provided by the disclosing party (hereinafter the "Disclosing Party") to the receiving party (hereinafter the "Receiving Party"); and, (iii) is marked proprietary, confidential, or bears a marking of like import, or which the Disclosing Party states in writing at the time of transmittal to, or receipt by, the Receiving Party is to be considered proprietary. Orally disclosed information shall be considered proprietary only if identified as such at or prior to disclosure. Additionally, information that a reasonable person would consider to be confidential or proprietary given its nature and the circumstances surrounding its disclosure shall be protected hereunder even if not so legended or identified as such.

   Without limiting the foregoing, Proprietary Information shall include, but not be limited to: (a) client lists, client data, and client-related information; (b) personal data and personally identifiable information ("PII"); (c) system access credentials, passwords, API keys, encryption keys, and security tokens; (d) information security policies, procedures, and configurations; (e) vulnerability assessments, penetration test results, and audit findings; (f) software source code, architecture, and technical documentation; and (g) business strategies, financial data, and operational information.

   Information shall not be deemed proprietary, and the Receiving Party shall have no obligation with respect to any such information, which: (i) is or becomes publicly known through no

wrongful act of the Receiving Party; (ii) is already known to or in the possession of the Receiving Party prior to the disclosure thereof by the Disclosing Party, as evidenced by competent proof; (iii) is approved for release by the prior written approval of the Disclosing Party; (iv) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (v) is disclosed by the Disclosing Party to a third party without a similar restriction on the rights of such third party; or (vi) is independently developed by the Receiving Party without the use of the Proprietary Information of the Disclosing Party.

2. **PERFORMANCE OF AGREEMENT.** In order to maintain the confidentiality of the Proprietary Information, and in consideration of each Party's making it available to the other Party, the Parties further agree as follows: (i) not to disclose or otherwise reveal, without the Disclosing Party's prior written consent, any portion of the Proprietary Information or any notes, extracts, summaries or other materials derived in any way from the inspection or evaluation thereof by the Receiving Party or its representatives, except to representatives who have a need to know and agree in writing to be bound by the terms of this Agreement; (ii) not to use the Proprietary Information for personal gain or to advance or support its business ventures or the business ventures of third parties, other than for the purposes contemplated by this Agreement and for no other purpose; (iii) to use no less than a reasonable standard of care, and in no event less than the same degree of care in safeguarding the other Party's Proprietary Information as it uses for its own Proprietary Information of a similar nature, provided such degree of care is reasonably calculated to prevent inadvertent disclosure or unauthorized use thereof; (iv) to implement and maintain administrative, technical, and physical safeguards consistent with industry standards and the Company's information security policies to protect the confidentiality, integrity, and availability of Proprietary Information; (v) to limit access to Proprietary Information to only those personnel who require such access to fulfill the purposes of this Agreement; and (vi) upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information, or any security incident involving Proprietary Information, the Receiving Party shall promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use thereof and shall notify the Disclosing Party in writing within seventy-two (72) hours of discovery. Such notification shall include, to the extent known: the nature and scope of the incident, the Proprietary Information affected, the corrective actions taken or planned, and the identity of any unauthorized persons who accessed the Proprietary Information. Subject to the terms of any signed definitive agreement between the parties, the Parties understand and agree that neither Party has made or makes any representation or warranty as to the accuracy or completeness of the Proprietary Information, and that neither Party shall have any liability resulting from use of the Proprietary Information by the other.

3. **INFORMATION SECURITY OBLIGATIONS.** Each Receiving Party shall: (i) comply with the Disclosing Party's information security policies and procedures as may be communicated from time to time; (ii) not store Proprietary Information on personal devices, removable media, or unauthorized cloud services unless expressly permitted in writing by the Disclosing Party; (iii) use encryption (AES-256 or equivalent) when transmitting or storing Proprietary Information electronically; (iv) not transmit Proprietary Information via unencrypted email, messaging applications, or other unsecured channels; (v) immediately report to the Disclosing Party any actual or suspected loss, theft, or unauthorized access to Proprietary Information; and (vi) cooperate fully with the Disclosing Party in the investigation of any security incident involving the Disclosing Party's Proprietary Information.

4. **TERM OF AGREEMENT.** Unless otherwise agreed by the Parties in writing, this Agreement shall become effective, upon execution by both Parties, as of the Effective Date first written above and shall apply only to Proprietary Information disclosed by the Disclosing Party during the period of three (3) years following the Effective Date. Notwithstanding the foregoing, the Receiving Party shall not disclose to any third party any Proprietary Information received pursuant to this Agreement, in whole or in part, for a period expiring five (5) years after receipt of the Proprietary Information from the Disclosing Party, provided that Proprietary Information constituting a trade secret under applicable law shall be protected by a Receiving Party for so long as the Disclosing Party continues to treat such information as a trade secret. The obligations under Sections 2, 3, 6, and 7 shall survive the expiration or termination of this Agreement.

5. **COURT ORDER.** Notwithstanding any other terms or conditions of this Agreement, the Receiving Party may disclose Proprietary Information to satisfy a legal demand by a court or administrative body of competent jurisdiction; provided, however, that the Receiving Party shall first advise the Disclosing Party prior to the disclosure so that the Disclosing Party has the opportunity to seek appropriate relief from the court order, and provided further that the Receiving Party shall (i) disclose only that portion of the Proprietary Information which is legally required to be disclosed and request confidential treatment of the Proprietary Information by the court or administrative body, and (ii) comply with any valid protective order obtained by the Disclosing Party.

6. **COMMITMENT/OBLIGATION.** Each Party shall bear all costs and expenses incurred by it in complying with this Agreement. This Agreement is only for the purpose of protecting Proprietary Information and shall not be construed as a teaming agreement, joint venture, or other contractual arrangement or as an obligation to enter into a contract, subcontract, or other business relationship.

7. **REPRODUCTION AND RETURN OF CONFIDENTIAL INFORMATION.** All information and all tangible forms of information including, but not limited to, documents, drawings, specifications, prototypes, samples, electronic files, databases, and the like, received hereunder by the Receiving Party shall remain the property of the Disclosing Party. The Proprietary Information provided or made available by the Disclosing Party shall not be copied or reproduced without the Disclosing Party's express written permission, except for such copies as may reasonably be required for internal evaluation. Upon the request of the Disclosing Party or upon termination of this Agreement, whichever is sooner, the Receiving Party shall cease use of Proprietary Information received from the Disclosing Party, and shall destroy all such Proprietary Information, including copies thereof, securely delete or overwrite all electronic copies using methods consistent with NIST SP 800-88 or equivalent standards, revoke or return all access credentials, tokens, and keys related to the Disclosing Party's systems, and shall furnish the Disclosing Party with written certification of destruction within fourteen (14) days, or, upon request of the Disclosing Party, shall return such Proprietary Information to the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may retain copies of Proprietary Information to the extent required by applicable law or regulation, or as part of routine electronic backup systems, provided that such retained copies remain subject to the confidentiality obligations of this Agreement.

8. **NO LICENSE.** Nothing contained in this Agreement shall be construed: (i) as requiring the Disclosing Party to disclose, or the Receiving Party to accept, any particular

information, or (ii) as granting to the Receiving Party a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property right now or hereafter owned, obtained, or licensable by the other Party.

9. **WARRANTIES AND LIMITATION OF LIABILITIES.**

(a) The Disclosing Party warrants that it has the right to transmit or otherwise disclose to the Receiving Party information disclosed by the Disclosing Party hereunder.

(b) Information disclosed hereunder shall be provided on an "as is" basis. Each Party makes no other warranties, express or implied, with respect to information delivered or exchanged hereunder.

(c) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST OR ANTICIPATED PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER TYPE OF INDIRECT DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARISE IN CONNECTION WITH THE INTENTIONAL, WILLFUL, OR RECKLESS DISCLOSURE OF PROPRIETARY INFORMATION.

10. **ASSIGNMENT/BINDING EFFECT.** Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties.

11. **GOVERNING LAW.** This Agreement shall be subject to, and construed in accordance with, the laws of the State of Texas without regard to the conflict of law provisions thereof. The Parties hereby submit to the personal and subject matter jurisdiction of the state and federal courts in the State of Texas in connection with any disputes that may arise under or in connection with this Agreement.

12. **REMEDIES.** The Receiving Party recognizes and agrees that the Proprietary Information is of a special, unique, and extraordinary character which gives it a peculiar value the loss of which cannot be reasonably or adequately compensated in damages, and that a breach of this Agreement will cause irreparable damage and injury to the Disclosing Party. The Receiving Party, therefore, expressly agrees that the Disclosing Party shall be entitled to seek injunctive and/or other equitable relief to prevent a breach of the provisions of this Agreement without having to post a bond or other security, in addition to any other remedies available to the Disclosing Party. All remedies available to the Disclosing Party hereunder are cumulative, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise by the Disclosing Party of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. A failure or delay by the Disclosing Party in exercising any right, privilege or remedy shall neither operate as a waiver thereof nor modify the terms of this Agreement, nor shall any single or partial exercise by the Disclosing Party of any right, privilege or remedy preclude any other further exercise of the same or of any other right, privilege or remedy.

13. **NOTICES.** All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to the Parties or their permitted assigns; (iii) three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid; or (iv) when delivered by electronic mail to a corresponding email address, provided that the sender receives confirmation of receipt.

14. **AUTHORITY.** Each Party represents and warrants that its execution of this Agreement has been duly authorized by all necessary corporate or other action and that the person signing this Agreement on its behalf is duly authorized to do so.

15. **AUDIT RIGHTS.** Upon reasonable notice and no more than once per calendar year (unless a security incident has occurred), the Disclosing Party shall have the right to audit the Receiving Party's compliance with the terms of this Agreement, including but not limited to the Receiving Party's information security practices as they relate to the protection of the Disclosing Party's Proprietary Information. The Receiving Party shall cooperate in good faith with any such audit and shall provide reasonable access to relevant records, systems, and personnel.

16. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the original intent of the Parties.

17. **COUNTERPARTS; ELECTRONIC ACCEPTANCE.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures. The Second Party may execute this Agreement electronically by affirmatively accepting it on the Company's website, including by checking a box stating its agreement and submitting the related request form. Such acceptance shall constitute the Second Party's electronic signature, and the individual accepting represents that they are authorized to bind the Second Party. Upon such acceptance, the Effective Date shall be the date of acceptance, the Second Party shall be the company identified in the request, and the Company's electronic countersignature on the resulting record shall complete execution of this Agreement by both Parties.

18. **ENTIRE AGREEMENT/MODIFICATION.** This Agreement contains the entire understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each of the Parties.

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Intending to be bound by the terms and conditions of this Agreement, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Interlock Growth Advisory Inc.	**[_____]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____