

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made this June 19th, 2023, between Cascade System Technology LLC hereinafter called Cascade having offices at 6330 NE Bennett St, Hillsboro, OR 97124 and UltraVison Corporation Inc., a Delaware Corporation having its principal offices at 11911, Suite 204, US Highway #1, North Palm Beach, Florida 33408 USA.

WHEREAS Cascade and UltraVison Corporation each desire to explore certain business possibilities which may include consultation, purchase and sale of goods, production or foundry of goods, technical assistance or transfer of furtherance thereof, it is understood and agreed that certain business and trade information proprietary to the parties, and which the disclosing party considers confidential, may be provided or disclosed to the receiving party.

NOW, THEREFORE, in consideration of these premises, it is agreed as follows:

ARTICLE 1. DEFINITIONS

As used herein, the following terms shall have the following respective meaning:

(a) "Confidential Information" shall mean any information, technical data or know-how which relates to the business, services, or products of the parties or its Affiliate (as defined hereinafter), including, without limitation, any research, product, service, development, invention, process, technique, design distribution, engineering, marketing, merchandising and/or sales information which is disclosed by the parties or by any Affiliate, or on its behalf, before or after the date hereof, to the receiving party or its employees in writing, orally or by drawing or inspection of parts or equipment.

(b) "Affiliate" shall mean any company or entity that directly controls or is directly or indirectly controlled by, or is under common control with one of the parties. The term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management of company or entity in question, whether through the ownership of voting shares, by contract, or otherwise.

ARTICLE 2. TREATMENT IN CONFIDENCE

Except as provided in Article 4 hereof the receiving party agrees to the following:

- (a) The receiving party shall not use the Confidential Information for its own use or for any purpose except to evaluate whether it desires to enter into a business relationship with the disclosing party or as necessary to carry out the terms of such business relationship.
- (b) The receiving party shall not disclose the Confidential Information to any other person other than the disclosing party's, or it's Affiliate's, employees having a reasonable need-to-know of the Confidential Information.
- (c) The receiving party shall cause all its employees or its Affiliates employees, to whom such Confidential Information is disclosed, to treat the Confidential Information with the same degree of care to avoid disclosure to any third party, as is used with respect to the receiving party's own information of like importance which is to be kept secret.
- (d) The receiving party shall take reasonable security measures and use care to preserve and protect the security of, and to avoid disclosure or use of the Confidential Information.
- (e) The receiving party shall promptly advise the disclosing party in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.

ARTICLE 3. RETURN OF DOCUMENTS

All equipment, documentation and other information which has been furnished by the disclosing party to the receiving party shall be promptly returned by the receiving party to the disclosing party, accompanied by all copies and translations of such documentation and information made by the receiving party after the parties have explored the possibility of the above stated business relationship.

ARTICLE 4. EXCLUSION OF DOCUMENTS

Confidential Information shall not be afforded the protection of this Agreement if such information:

- (a) had, at the time of disclosure, been previously made public;
- (b) is made public after its disclosure, unless such publication is a breach of this Agreement or any other agreement between the parties hereto;
- (c) was, prior to disclosure to the receiving party, received from a third party who is lawfully in possession of such information and is free to disclose such information to the receiving party; or
- (d) is subsequently independently developed by the receiving party without reference to any information furnished pursuant to this Agreement and written documentation is available to prove that such development predated this Agreement.

ARTICLE 5. NO RIGHTS GRANTED

Nothing herein contained or the termination hereof shall be construed as granting or conferring any rights on the receiving party by license or otherwise, expressly or implied by, to the Confidential Information of the disclosing party or to any patent or copyright covering such information.

ARTICLE 6. COMPENSATION

The parties hereto shall not be obligated to compensate each other for, exchanging any information under this Agreement as well as any use thereof except as otherwise expressly provided for herein.

ARTICLE 7. TERMINATION

This Agreement shall be effective as of the date of the last signature as written below. It may be terminated with respect to further disclosures upon thirty (30) days prior notice in writing. The Agreement shall automatically terminate three (3) years from its effective date. The rights and obligations accruing prior to termination as set forth herein, shall however, survive the termination as specified in this Agreement.

ARTICLE 8. AUTHORITY

Each party warrants and represents that it possesses all necessary powers, rights and authority to lawfully make the disclosures subject to this Agreement.

ARTICLE 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the USA. The place of jurisdiction shall be the State of Florida, USA. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to its attorney's fees and court costs in addition to any other relief, which may be awarded.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be dully executed by their authorized representatives.

For Cascade System Technology LLC

For UltraVision Company.

By: 

By: 

Name: Shantanu R Gupta CEO
Title: CEO
Date: June 26, 2023 _____

Name: W Guy Scott
Title: CEO
Date: June 19th 2023