

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

STANDARD BILATERAL GxP & TECHNICAL INFORMATION PROTECTION AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into as of the Effective Date set forth below, by and between **Digital Systems Compliance LLC**, a Delaware limited liability company having its principal office in Delaware ("DSC"), and the company/client identified below ("Client" or "Counterparty"). DSC and Client are individually referred to as a "Party" and collectively as the "Parties."

PARTY A (DSC LLC):	PARTY B (CLIENT / COUNTERPARTY):
Entity: Digital Systems Compliance LLC State of Inc: Delaware Authorized Contact: Principal Consultant / Managing Member Email: inquiry@dscllc.net Telephone: (302) 604-2677	Company Legal Name: _____ State / Country of Incorporation: _____ Authorized Signer Name & Title: _____ Email: _____ Effective Date: _____, 20____

1. Purpose of Disclosure

The Parties wish to explore and engage in business discussions and potential collaborative engagements regarding FDA regulatory advisory, Computer Software Assurance (CSA/CSV), Commissioning, Qualification & Validation (CQV), mock inspections, 21 CFR Part 11 assessments, and medical gases cGMP technical services (the "Authorized Purpose"). During the course of these activities, each Party may disclose to the other certain proprietary and non-public technical, commercial, regulatory, or business information.

2. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary information disclosed directly or indirectly by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or by inspection of tangible objects, including but not limited to: validation protocols (URS, FRS, IQ, OQ, PQ), computerized system architecture, test scripts, software source code, audit trails, regulatory filings, FDA Form 483 / inspection responses, CAPA documentation, facility engineering schematics, cryogenic/pipeline layouts, business proposals, client data, pricing, algorithms, methodologies, and trade secrets. Confidential Information disclosed orally shall be deemed protected if identified as confidential at disclosure or if a reasonable person would consider it confidential given the nature of the information.

3. Exclusions from Confidentiality

Confidential Information shall not include information that the Receiving Party can establish by competent written evidence: (a) was already lawfully known to the Receiving Party without confidentiality restrictions prior to disclosure; (b) is or becomes publicly known through no wrongful act or omission of the Receiving Party; (c) is independently developed by the Receiving Party without reference to or reliance upon Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without an obligation of confidentiality.

4. Non-Disclosure & Duty of Care

The Receiving Party shall: (a) hold all Confidential Information in strict confidence and exercise at least the degree of care used to protect its own confidential information of like importance, but never less than reasonable care; (b) restrict access to Confidential Information solely to its employees, contractors, legal/financial advisors, and validation engineers who have a specific need to know for the Authorized Purpose and who are bound by written confidentiality obligations at least as restrictive as this Agreement; and (c) not copy, reverse-engineer, decompile, or distribute Confidential Information without prior written authorization.

5. Compelled Legal Disclosure (Subpoena & Regulatory Submissions)

If the Receiving Party is legally required by court order, subpoena, or government authority (such as the United States Food and Drug Administration) to disclose any Confidential Information, it shall provide prompt written notice to the Disclosing Party (to the extent legally permissible) so the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall disclose only that portion of Confidential Information strictly required by law.

6. Proprietary Rights & Ownership

All Confidential Information remains the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any license, trademark, patent, copyright, or intellectual property rights, except the limited right to evaluate or perform the Authorized Purpose.

7. Term & Survival

This Agreement shall remain in effect for two (2) years from the Effective Date. The Receiving Party's obligations of confidentiality and non-use with respect to Confidential Information disclosed hereunder shall survive expiration or termination of this Agreement for a period of five (5) years from the date of disclosure; provided, however, that trade secrets, proprietary algorithmic methodologies, and sensitive FDA inspectional defenses shall be maintained in confidence indefinitely until they cease to be trade secrets under applicable law.

8. Return or Destruction of Materials

Upon written request of the Disclosing Party or termination of discussions, the Receiving Party shall promptly return or certify the secure destruction of all tangible copies, notes, electronic media, and summaries containing Confidential Information, provided that one (1) secure archival copy may be retained strictly for compliance, legal defense, and regulatory traceability purposes.

9. Injunctive Relief

The Parties acknowledge that any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including preliminary and permanent injunctions and specific performance, without the necessity of posting a bond, in addition to any other legal remedies.

10. Governing Law, Jurisdiction & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts situated in the State of Delaware, and the Parties hereby consent to the personal jurisdiction and venue thereof.

11. Miscellaneous

This Agreement constitutes the entire agreement between the Parties concerning confidential disclosures for the Authorized Purpose and supersedes all prior agreements. It may be amended only by written agreement executed by authorized representatives of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures (including DocuSign, Adobe Sign, or verified PDF transmission) shall be valid, binding, and fully enforceable under the Delaware Uniform Electronic Transactions Act and federal ESIGN Act.

IN WITNESS WHEREOF, the Parties have caused this Mutual Non-Disclosure Agreement to be executed by their duly authorized representatives as of the date written below:

DIGITAL SYSTEMS COMPLIANCE LLC	CLIENT / COUNTERPARTY:
By: _____ Name: John Niziolek Title: Managing Member & Principal Consultant Entity: Digital Systems Compliance LLC Date: _____	By: _____ Name: _____ Title: _____ Company: _____ Date: _____