

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“Agreement”) is entered into as of the date provided in the associated form, by and between:

iDrink, Inc. (“Disclosing Party”)
15411 W Waddell Rd
Ste 102 PMB 1260
Surprise, AZ 85379

and the individual identified in the associated form (“Receiving Party”).

Collectively referred to as the “Parties.”

1. Purpose

The purpose of this Agreement is to protect the confidential and proprietary information relating to iDrink, including but not limited to business strategies, app concepts, source code, technical architecture, designs, customer data, and marketing plans (collectively, “Confidential Information”).

2. Definition of Confidential Information

“Confidential Information” includes any information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in any other form, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

3. Obligations of Receiving Party

The Receiving Party agrees to:

- a. Keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Disclosing Party.
- b. Use the Confidential Information solely to evaluate or perform work related to iDrink.
- c. Take all reasonable precautions to protect the confidentiality of the Confidential Information.

4. Exclusions from Confidential Information

Confidential Information does not include information that:

- a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
- b. Is received from a third party without a breach of any obligation of confidentiality.
- c. Is independently developed by the Receiving Party without reference to the Confidential Information.

5. Duration

The obligations of confidentiality shall remain in effect for two (2) years from the date of disclosure of the Confidential Information.

6. Return of Materials

Upon termination of this Agreement or written request from the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

7. No License

Nothing in this Agreement grants the Receiving Party any rights under any patent, copyright, trademark, or other intellectual property right of the Disclosing Party.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

10. Name and Likeness

The Receiving Party grants iDrink, Inc. a non-exclusive right to use the Receiving Party's name, likeness, voice, and/or biography in connection with promotional, marketing, or advertising materials related to iDrink, provided that such use does not depict the Receiving Party as endorsing any product, commodity, or service other than iDrink.

Acknowledgment

By submitting the associated form and signature, the Receiving Party acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement.

Representative iDrink, Inc.:

Signature:



Dr. Nicole Armstrong

Name: Dr. Nicole Armstrong

Title: CEO/President