



NON-DISBURSEMENT
CORRUPTED DATA SOLUTIONS



WALKER GLOBAL INDUSTRIES, LLC
TRUSTED GLOBAL
SETTLEMENT ADVISOR

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BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Bilateral Confidential Disclosure Agreement (“**Agreement**”) is made and entered into on this day of **March 2024** (“**Effective Date**”), by and between:

WALKER GLOBAL INDUSTRIES, LLC (hereinafter referred to as “**WGI**”), a existing under the laws of United States of America and having its office at No. 2177 Buckingham Road # 303 Richardson, TX 75081 (**Company Registration date: Texas SOS Registration Date: 05/26/2020 and Texas Taxpayer Number: 32074390876**), which expression, where the context admits, shall include its successors and permitted assigns) OF THE ONE PART.

And

 <name of client> (hereinafter referred to as “**Client**”), a existing under the laws of United States of America and having its office at No. *<address>*, which expression, where the context admits, shall include its successors and permitted assigns) OF THE SECOND PART.

The expressions “**WGI**” and “**Client**”, wherever the context requires, shall hereinafter collectively be referred to as the “**Parties**” and individually as the “**Party**”.

- I. **WHEREAS**, WGI engaged into services of RESEARCH includes gathering of derecognition data and legal information obtained from sources such as U.S. Securities and Exchange Commission, Commercial Publications, Registry Publications, or other statutory authorities. WGI analyze and do interpretation of data collected is catalogued by WGI client will receive results of analytical data uncovered by WGI.
- II. **WHEREAS**, Client is engaged in the business related to *<client's nature of business>*.
- III. **WHEREAS**, the Parties herein are keen to develop a business relationship and it will be necessary for the Parties to disclose to each other certain information, which each Party regards as its confidential and proprietary information for the purpose of evaluating their interest in entering into a business relationship (hereinafter referred to as the “**Stated Purpose**”). Each Party is willing to disclose to the other such confidential and proprietary information, subject to the terms and conditions contained herein.

NOW THEREFORE in consideration of the mutual promises and other good and valuable consideration, the Parties hereto agree as follows:

- 1. Each Party will disclose certain Information to the other Party for the Stated Purpose. The Party receiving the Confidential Information (defined later) is hereinafter referred to as “**Recipient**” and the Party disclosing the Confidential Information is hereinafter referred to as the “**Disclosing Party**”.

2. **“Confidential Information”** means any proprietary information of the Disclosing Party which is marked as confidential and submitted either in writing to Recipient by the Disclosing Party or promptly confirmed in writing by the Disclosing Party after oral communication to the Recipient.
3. Unless excluded pursuant to Paragraph 4 below, Confidential Information of the Disclosing Party will be considered to be strictly confidential and will be maintained in strictest confidence by the Recipient. The Recipient will not disclose any of the Confidential Information to any third party without the prior written consent of the Disclosing Party, and will not use the Confidential Information for any purpose other than for the Stated Purpose.
4. Specifically excluded from the obligations of confidentiality and non-use under this Agreement is Confidential Information:
 - (a) that at the time of disclosure is already in the public domain;
 - (b) that after disclosure subsequently becomes part of the public domain through no fault of Recipient;
 - (c) that Recipient demonstrates was in the possession of Recipient prior to disclosure.
 - (d) that becomes known to Recipient subsequent to the disclosure by the Disclosing Party through a third party who is not under any obligation of confidentiality to the Disclosing Party;
 - (e) that the Recipient can establish it developed independently, either before or after the Effective Date of this Agreement, without using any of the Confidential Information; or
 - (f) that if the Recipient is required by governmental, administrative, or judicial process to disclose any or all of the Confidential Information, then the Recipient shall, to the extent legally permissible, prior to any disclosure in accordance with such process, promptly notify the Disclosing Party.
5. The Recipient acknowledges that all Confidential Information disclosed to it under this Agreement, including all patent rights, trade secrets, copyrights and all other intellectual property and proprietary rights related thereto, is and shall be the sole and exclusive property of the Disclosing Party.
6. Each Party will limit access to Confidential Information to its employees, directors, officers and consultants who have a need to know such Confidential Information for the Stated Purpose and who are bound by confidentiality terms equivalent to this Agreement.
7. No right, title, interest or license in or to Information of the Disclosing Party or to any intellectual property or proprietary rights related thereto is granted to Recipient by virtue of this Agreement.
8. At the request of the Disclosing Party, Recipient shall return or destroy any and all physical documents and materials, whether prepared by the Disclosing Party or Recipient, which include or incorporate Confidential Information of the Disclosing Party; provided that one copy of such Confidential Information may be retained by Recipient in its confidential files solely for the purpose of complying with the obligations set forth herein. The term document is used in its broadest sense and includes electronic information in the form of discs, tapes, machine recognizable format or otherwise.

9. All Confidential Information is provided on an "AS IS " basis and without any specific warranties including any warranty of, merchant ability and fitness for any particular purpose.
10. Each Party hereto represents and warrants that it is legally permitted to enter into this Agreement and perform the obligations contemplated thereby and that this Agreement and the terms and obligations thereof are not inconsistent with any other obligation which it may have.
11. Nothing contained herein is intended to contain any representation, guarantee or warranty by the Disclosing Party as to the completeness or accuracy of the Confidential Information, or any other representation, guarantee or warranty whatsoever. Each Party further acknowledges that the Disclosing Party shall not be held liable for any errors or omissions in the Confidential Information or for the use or the results of the use of the Confidential Information.
12. **Specific Performance:** The Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or the Receiving Party Representatives and that the Disclosing Party shall be entitled to equitable relief, including injunction and specific performance, in the event of any such breach, in addition to all other remedies available to the Disclosing Party at law.
13. This Agreement shall remain valid for perpetuity until terminated by either Party at any time upon thirty (30) days written notice to the other Party.
14. This Agreement constitutes the whole agreement between the Parties with respect to the subject matter herein, there being no written or oral terms, conditions, covenants, agreements, representations, or warranties except as expressly set out herein. Any amendment, modification or waiver of this Agreement or any of its terms must be agreed to in writing signed by both Parties.
15. The relationship between the Parties is one of independent contractors, and no Party shall have the authority to bind or act as the agent for the other, nor shall be responsible for the actions, contracts, debts or liabilities of the other by virtue of this Agreement.
16. This Agreement shall be governed by and interpreted in accordance with the laws of **Texas (United States of America)** without regard to any conflict of law rules. Each Party agrees that it has attorned to the jurisdiction of **courts of Texas (U.S.A)**. Any disputes under this Agreement shall be settled by way of an **arbitration** under the prevailing rules of **Internation Chamber of Commerce**.
17. In the event that any part, section, clause, paragraph or subparagraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, this entire Agreement shall not fail on the account thereof, and the balance of the Agreement shall continue in full force and effect.
18. This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective successors, heirs and permitted assigns.
19. This Agreement may be signed in counterparts, and delivered personally or by courier, mail, facsimile or electronically, each of which counterparts when executed by any of the signatories hereto shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

20. **Electronic Signatures:** Parties hereby agree that this Agreement may be executed by way of electronic signatures and that the electronic signature has the same binding effect as a physical signature. For the avoidance of doubt, the Parties further agree that this Agreement, or any part thereof, shall not be denied legal effect, validity, or enforceability solely on the ground that it is in the form of an electronic record.

(signature page as follows)

IN WITNESS WHEREOF, the Parties hereto execute this Agreement by their duly authorized representatives as of the date first above written.

For and on behalf of WALKER GLOBAL INDUSTRIES, LLC, WGI aforesaid,	For and on behalf of <u><client></u> , Client aforesaid,
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Sign: _____

Sign: _____

Name:

Name:

Designation:

Designation:

Date Signed:

Date Signed: