

IRONTEC TRUST

INVESTOR / STRATEGIC DISCLOSURE CONFIDENTIALITY & NON-USE AGREEMENT

Working Draft - Attorney Review Recommended

This Investor / Strategic Disclosure Confidentiality & Non-Use Agreement (the "Agreement") is entered into between IronTec Trust, Inc., together with its founder, affiliates, successors, assigns, and any designated intellectual-property holding entity (collectively, "IronTec" or the "Disclosing Party"), and the person or entity identified in the signature block below ("Recipient"). The effective date is the date on which Recipient electronically signs this Agreement.

1. Purpose

IronTec may disclose Confidential Information to Recipient solely so Recipient can evaluate a potential investment, financing, strategic relationship, advisory relationship, commercial relationship, or other specifically authorized business opportunity involving IronTec (the "Purpose"). Recipient may use Confidential Information only for the Purpose.

2. Confidential Information

"Confidential Information" means all nonpublic information disclosed or made available by or on behalf of IronTec, whether before or after execution of this Agreement, in oral, written, electronic, visual, demonstrative, digital, database, software, prototype, presentation, meeting, screen-sharing, inspection, or other form, that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

Confidential Information includes, without limitation: the IronTec business concept and business model; examination-center and shop-network strategy; dealer-acquisition and dealer-network strategy; examination, inspection, certification, grading and verification processes; standards and controlled procedures; software, source code, object code, architecture, database design and operating-system workflows; digital verification records; certification identifiers and label concepts; pricing, fees, margins and revenue models; forecasts and financial information; investor materials and capitalization strategy; regulatory, legislative, government-affairs and lobbying strategies; product roadmaps; intellectual-property strategy; trade secrets, know-how and methods; customer, dealer, shop, vendor, contractor, employee, advisor and prospective-partner information; names or identities of relationships not publicly known; demonstrations, prototypes, mockups and designs; and all notes, analyses, summaries, compilations or materials derived from any of the foregoing.

Confidential Information also includes the existence and substance of nonpublic discussions with IronTec and the fact that IronTec has disclosed particular business relationships, technical approaches, commercial strategies or financing plans.

3. Exclusions

Confidential Information does not include information that Recipient can demonstrate by contemporaneous written records: (a) was lawfully known to Recipient without confidentiality restriction before disclosure by IronTec; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from an independent third party without a duty of confidentiality to IronTec; or (d) is independently developed without access to or use of IronTec Confidential Information. A combination of information is not excluded merely because individual elements are publicly known unless the combination itself is publicly known.

4. Strict Non-Use; No Exploitation or Circumvention

Recipient will not use Confidential Information for any purpose other than the Purpose and will not commercially exploit, appropriate, reproduce, reverse engineer, decompile, disassemble, derive, replicate, implement, finance, assist, advise, enable or cause another person to exploit any IronTec Confidential Information except as expressly authorized in writing by IronTec.

Recipient will not use Confidential Information to circumvent IronTec in connection with a nonpublic dealer, examination center, shop, vendor, investor, government contact, advisor, customer, commercial relationship or opportunity first identified to Recipient through IronTec Confidential Information. This provision restricts misuse of IronTec Confidential Information; it does not prohibit lawful activity independently developed without use of Confidential Information.

Recipient receives no "residuals" right. Information retained in unaided memory remains subject to the restrictions of this Agreement.

5. Protection; Representatives

Recipient will protect Confidential Information using at least the degree of care Recipient uses to protect its own information of similar sensitivity, and in no event less than reasonable care. Recipient may disclose Confidential Information only to employees, officers, directors, attorneys, accountants, financing sources or professional advisers who have a genuine need to know for the Purpose and who are bound by confidentiality and non-use obligations at least as protective as those applicable here. Recipient is responsible for breaches of this Agreement by its representatives to the extent permitted by law.

6. No Copying; Security

Recipient will limit copying, downloading and storage of Confidential Information to what is reasonably necessary for the Purpose and will use reasonable safeguards against unauthorized access. Recipient will promptly notify IronTec of any known or reasonably suspected unauthorized access, use or disclosure and will reasonably cooperate in mitigation.

7. Compelled Disclosure

If Recipient is legally compelled to disclose Confidential Information, Recipient will, to the extent legally permitted, provide IronTec prompt written notice before disclosure so IronTec may seek protective relief. Recipient will disclose only the portion legally required and will use reasonable efforts to obtain confidential treatment.

8. Ownership; No License

All Confidential Information remains the property of IronTec or the applicable rights holder. No patent, copyright, trademark, trade-secret, software, data, business-method or other intellectual-property license or ownership right is granted by disclosure, implication, estoppel or otherwise, except the limited right to evaluate the information for the Purpose.

9. Return or Destruction

Upon IronTec's written request or termination of discussions, Recipient will promptly return or destroy Confidential Information and, upon request, confirm destruction in writing, except for archival copies maintained solely because of automatic backup, professional-record, insurance or legal retention requirements. Any retained copy remains subject to this Agreement.

10. Term; Trade Secrets

The confidentiality and non-use obligations in this Agreement continue for five (5) years after the last disclosure of Confidential Information; provided, however, that information qualifying as a trade secret under applicable law will remain protected for so long as it continues to qualify as a trade secret, and obligations concerning ownership, no-license rights, remedies and surviving restrictions will continue according to their nature.

11. No Obligation; No Securities Offer

Neither party is obligated to proceed with any transaction or relationship. IronTec may terminate discussions at any time. Confidential Information, investor discussions and this Agreement do not constitute an offer to sell or solicitation of an offer to purchase securities. Any investment transaction will occur only through separate definitive documentation and in compliance with applicable securities laws.

12. No Warranty; Independent Evaluation

Confidential Information is provided for evaluation and may include projections, plans, assumptions or forward-looking information. Except as stated in a later definitive written agreement, IronTec makes no representation or warranty as to completeness or future results, and Recipient is responsible for its own evaluation and professional advice.

13. No Publicity

Recipient will not use IronTec's name, trademarks, logos, the existence of discussions, or Recipient's relationship with IronTec in publicity, marketing, fundraising or public communications without IronTec's prior written consent, except as legally required.

14. Equitable Relief

Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause harm that is difficult to measure and for which monetary damages may be inadequate. Subject to applicable law, IronTec may seek

temporary, preliminary or permanent injunctive or other equitable relief in addition to other available remedies, without limiting any defenses or procedural rights available to Recipient.

15. Governing Law; Venue

This Agreement is intended to be governed by the laws of the State of Florida, without regard to conflict-of-law rules. Unless the parties later agree otherwise in writing, any action relating to this Agreement shall be brought in a state or federal court having jurisdiction in the county in which IronTec maintains its principal Florida office at the time the action is filed, subject to applicable jurisdiction and venue requirements.

16. Assignment

Recipient may not assign or transfer this Agreement or Confidential Information without IronTec's prior written consent, except as required by law. IronTec may assign this Agreement to an affiliate, successor, acquirer, reorganized entity or designated intellectual-property owner in connection with its business or assets.

17. Electronic Signatures; Counterparts

This Agreement may be executed electronically and in counterparts. Electronic signatures, electronic records and copies are intended to have the same force and effect as originals to the extent permitted by applicable law.

18. Entire Agreement; Amendments; Waiver; Severability

This Agreement is the entire agreement between the parties concerning the confidentiality and restricted use of information disclosed for the Purpose and supersedes prior oral understandings on that subject. Amendments and waivers must be in writing and authorized by the party against whom enforcement is sought. If a provision is held unenforceable, it will be enforced to the maximum lawful extent or severed while the remainder continues in effect.

RECIPIENT ACKNOWLEDGMENT AND SIGNATURE

Legal Name	
Company / Organization	
Title	
Email Address	
Signature	
Date Signed	
NDA Reference	

This is a working business/legal draft prepared for IronTec. Florida corporate, securities and intellectual-property counsel should review the final production version.