



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

**JAVI NANO**  
TECHNOLOGY

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (hereinafter, the “Agreement”) is entered into between:

**JaviNano Technology**, a Florida-based nanomaterial manufacturing company with headquarters located at:

**8095 NW 90th Street, Medley, FL 33166, USA**

Email: [control@javinano.com](mailto:control@javinano.com) (hereinafter referred to as the “Company”)

and

**[CLIENT FULL LEGAL NAME]**, a company or entity with a principal place of business at: **[CLIENT ADDRESS]**, Email: **[CLIENT EMAIL]**

(hereinafter referred to as the “Recipient”)

for the purpose of evaluating the potential establishment of a business relationship involving the exchange of proprietary and technical information related to chemical nanomaterials. This Agreement is effective as of the date of last signature below (the “Effective Date”).

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### Article I: Conditions

The Company agrees to share proprietary formulations, technical data, and trade-sensitive information (hereinafter, “Confidential Information”) with the Recipient strictly for the purpose of evaluating potential business cooperation. The Recipient agrees to use such Confidential Information only for internal review, and solely to assess a potential commercial relationship. The Company makes no warranty as to the completeness or accuracy of any Confidential Information unless stated within a final executed agreement.

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### Article II: Confidential Information

#### A. Definition:

Confidential Information includes, but is not limited to: proprietary chemical formulations, nanoparticle specifications, purity data, laboratory reports, safety documentation, sample pricing, production capacity, patented processes, and all materials related to nanomaterial development, including Nano Copper Flake, Nano Silver Flake, Nano Gold Flake, Nano Graphene Flake, Nano Lithium Flake, Nano Aluminum Flake, and Nano Calcium Flake.

#### B. Ownership:

All Confidential Information remains the sole and exclusive property of the Company and may not be copied, disclosed, or transferred without prior written authorization.



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### Article III: Non-Disclosure Obligations

#### **A. Transaction Information:**

Recipient shall not disclose any information relating to the potential transaction, discussions, or documents associated with this Agreement to third parties.

#### **B. Internal Access:**

Confidential Information may only be shared internally with personnel who have a demonstrable need-to-know for evaluation purposes, and such personnel must be bound by confidentiality obligations no less restrictive than those contained herein.

#### **C. Usage Restriction:**

The Recipient shall not reverse engineer, test beyond agreed protocols, replicate, commercialize, file patents, or use the Company's products or intellectual property in any way unrelated to the business relationship under discussion.

#### **D. Legal Exception:**

Disclosure may occur only if required by law, and only after prompt written notice is provided to the Company so it may seek protective relief.

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### Article IV: Term and Material Handling

#### **A. Duration:**

This Agreement remains in effect unless released in writing by the Company. In the event no agreement is finalized, the Recipient's confidentiality obligations shall continue for **ten (10) years** from the Effective Date.

#### **B. Return or Destruction:**

Upon request, all materials (digital or physical) must be returned or destroyed within ten (10) business days. No materials may be retained without written permission.

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### Article V: Enforcement and Penalties

#### **A. Remedies and Injunctive Relief:**

The Recipient acknowledges that any breach of this Agreement—including misuse of chemical data, reverse engineering of proprietary compositions, or disclosure of protected formulas—would cause irreparable harm. The Company shall be entitled to immediate injunctive relief, and **monetary damages in an amount not less than One Billion United States Dollars (\$1,000,000,000 USD)**, without limitation and in addition to any other remedy at law or equity.



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### **B. Intellectual Property:**

The Recipient affirms that all proprietary inventions, chemical structures, flake-processing methods, and patents associated with JaviNano Technology are protected under U.S. and international IP law, and may not be copied, modified, licensed, or filed in any manner by the Recipient.

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### Article VI: Miscellaneous Provisions

#### **A. Entire Agreement:**

This document constitutes the full agreement between the parties and supersedes any prior discussions or communications. Amendments must be in writing and signed by both parties.

#### **B. Severability:**

If any provision is found unenforceable, the remainder shall remain valid and enforceable.

#### **C. Jurisdiction:**

This Agreement shall be governed by and interpreted in accordance with the laws of the **State of Florida, USA.**

#### **D. Costs and Legal Fees:**

The prevailing party in any dispute shall be entitled to recover reasonable attorney fees and costs.

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### E. Notices:

All notices under this Agreement shall be in writing and sent via certified mail, courier, or electronic communication to the respective addresses above.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

*JaviNano Technology*

Signature: \_\_\_\_\_

Name: Artur Simoes

Title: CEO

Date: \_\_\_\_\_

*[CLIENT LEGAL ENTITY]*

Signature: \_\_\_\_\_

Name: **[Authorized Representative Name]**

Title: **[Title]**

Date: \_\_\_\_\_

Let me know if you want this in **.docx or PDF format** and I'll prepare it instantly.