

NDA

NON-DISCLOSURE AGREEMENT (NDA) with NON-COMPETE
Between Noseda Quantum Devices (Switzerland, Exclusive Seller) and [Recipient]

Date: [Insert Date] _____ Valid 3 Years

THE PARTIES

Disclosing Party: Noseda Quantum Devices, [Locarno CH], represented by NOSEDA ANTONIO, acting as worldwide exclusive authorized seller of PRISM technology under exclusive sales mandate from IP owner.

Receiving Party: [Company NameAddress]

represented by [Representative Name]

PREAMBLE

Noseda Quantum Devices, as worldwide exclusive authorized seller of PRISM under sales mandate, discloses confidential PRISM information (prototype live Oct 2025, 99% raw accuracy, diamond crystal "DNA" scanning for blockchain antifraud). Recipient receives for evaluating prototype + know-how acquisition exclusively through Noseda.

1. CONFIDENTIAL INFORMATION

All PRISM-related info (quantum algorithms, diamond crystal scans, blockchain integration, live prototype, engineering know-how, exclusive sales mandate) marked "CONFIDENTIAL" or disclosed for acquisition evaluation through Noseda.

2. RECIPIENT OBLIGATIONS

No disclosure to third parties (including PRISM IP owner) without Noseda written consent.

Use solely to evaluate PRISM acquisition through Noseda (exclusive seller).

Acknowledge Noseda as sole worldwide exclusive sales channel.

Return/destroy materials on request. Duration: 3 years.

3. NON-COMPETE CLAUSE

Prohibition: During NDA + 12 months post-termination, Recipient shall not develop, market, invest in, or support competing technologies to PRISM (diamond crystal DNA scanning, gemological blockchain antifraud, quantum gem authentication) directly or through third parties.

NDA

Territory: Worldwide (diamond market focus).

Penalty: CHF 200,000 per violation + actual damages.

Exception: Only if PRISM acquisition completed through Nosedas.

4. EXCEPTIONS

Not confidential if: (i) already public without breach; (ii) known pre-disclosure (written proof); (iii) independently developed; (iv) required by authorities.

5. GOVERNING LAW AND JURISDICTION

Governing Law: CO (Swiss Code of Obligations - Book 5 of Swiss Civil Code).

Exclusive Jurisdiction: Locarno Court, Switzerland.

Optional Arbitration: SCAI Lugano (Recipient request).

US Note: Enforceable in US courts via Hague Convention/Lugano.

6. PENALTIES AND REMEDIES

Breach NDA/Non-Compete: Minimum penalty CHF 100,000 (NDA) + CHF 200,000 (Non-Compete) + damages. Nosedas authorized to defend PRISM IP per exclusive mandate.

Urgent injunction possible (art. 261 CO).

7. MISCELLANEOUS

Electronic signature valid (DocuSign/Adobe Sign, FEA ZertES compliant).

Bilingual EN/IT available on request.

SIGNATURES

Disclosing Party:

_____ Date:_____

(NOSEDA ANTONIO, Nosedas Quantum Devices - Worldwide Exclusive PRISM Seller)

Receiving Party:

_____ Date:_____

([Name], [Company])