

DISCLOSURE AGREEMENT

(Demo Day / Visitor Agreement)

This Non-Disclosure Agreement (“Agreement”) is entered into as of the date of signature below (“Effective Date”) by and between EmCare Training LLC, a New Jersey limited liability company, with a principal place of business at 225 Route 23, Suite 2N, Hamburg, NJ 07419, and Spark IT Management LLC, a New Jersey limited liability company, collectively referred to as the “Disclosing Parties,” and the undersigned individual (“Recipient”).

1. Purpose

The Recipient is being granted access to view, observe, and/or participate in demonstrations of in-development dispatch training technology, including software, simulations, systems, workflows, and related materials, for evaluation, informational, or demonstration purposes (“Purpose”).

2. Definition of Confidential Information

“Confidential Information” includes all non-public, proprietary, or confidential information disclosed or made available to the Recipient, whether orally, visually, electronically, or in writing, including but not limited to:

Software platforms, applications, simulations, training environments, and system functionality

Dispatch workflows, operational logic, methodologies, and instructional content

Product features, roadmaps, development status, designs, and architecture

Demonstrations, prototypes, screenshots, diagrams, and visual displays

Business, operational, or technical information related to the technology

Any observations made by the Recipient while attending demonstrations or visiting the premises

Confidential Information includes information disclosed before, during, or after the demonstration.

3. Prohibition on Recording and Photography

The Recipient expressly agrees that no photographs, video recordings, audio recordings, screen captures, screenshots, or other reproductions of any kind are permitted, whether using phones, cameras, wearable devices, or any other recording equipment. This

prohibition applies to all demonstrations, displays, screens, conversations, documents, and materials.

4. Exclusions

Confidential Information does not include information that the Recipient can demonstrate:

- a. Is or becomes publicly available through no breach of this Agreement
- b. Was lawfully known to the Recipient prior to disclosure
- c. Is lawfully obtained from a third party without restriction
- d. Is independently developed without use of the Confidential Information

5. Obligations of the Recipient

The Recipient agrees to:

- a. Maintain all Confidential Information in strict confidence
- b. Use the Confidential Information solely for the stated Purpose
- c. Not disclose Confidential Information to any third party without prior written consent
- d. Not copy, reproduce, distribute, or share any Confidential Information
- e. Take reasonable precautions to prevent unauthorized disclosure

6. Ownership and No License

All Confidential Information and intellectual property remain the exclusive property of the Disclosing Parties. Nothing in this Agreement grants the Recipient any license, ownership interest, or other rights in the Confidential Information or technology.

7. Term

The Recipient's confidentiality obligations shall continue for five (5) years from the date of disclosure, or for as long as the information remains confidential and proprietary, whichever is longer.

8. Injunctive Relief

The Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm. The Disclosing Parties shall be entitled to seek injunctive relief and any other remedies available at law or in equity.

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior discussions or understandings.

ACKNOWLEDGMENT AND SIGNATURE

I acknowledge that I have read, understand, and agree to be bound by this Agreement.

Name: _____ Title / Organization: _____

Signature: _____ Date: _____