

CONFIDENTIALITY AGREEMENT

The effective date of this agreement is August 8, 2022, by and between **InCap Corporation** ("InCap"), and **Bert Mahoney** ("Recipient"), whose contacts are:

5025 Thacher Road

Ojai, CA 93023

805-798-3430

hello@bertmahoney.com.

Therefore, both parties agree as follows:

1. Definition - The term "Confidential Information" means any and all information that is disclosed by to Recipient verbally, electronically, visually or in a written or other tangible form that is either identified or reasonably understood to be confidential or proprietary. Confidential information includes, but is not limited to, existing but non-public or planned but not yet implemented computer programs, software, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, trade secrets, and customer lists.
2. Confidential Information Provided - The Confidential Information provided to Recipient is described as the product development plans, business and marketing strategies, screen shots, software and specifications, financial and personal information.
3. Restrictions - Recipient agrees not to copy or disclose any Confidential Information received from Corporation to any third party without the prior written consent of InCap and will take all reasonable precautions to avoid unauthorized disclosure and protect against unauthorized use of the Confidential Information. Recipient agrees to return or destroy all copies of any Confidential Information provided when requested by InCap. Prior to public announcement by InCap or written permission from InCap, Recipient agrees not to disclose anything about planned or existing InCap technology, whether developed by InCap or by an unnamed company.
4. Exceptions - This agreement imposes no obligation upon Recipient with respect to Confidential Information which Recipient can establish by legally sufficient evidence: (a) was previously and legally in the possession of or was rightfully known to Recipient, without an obligation to maintain its confidentiality prior to receipt from InCap; (b) is or becomes known to the general public without a violation of this agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is documented prior to this agreement that the Confidential Information was independently known or developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order provided efforts are undertaken to limit disclosure.

5. Ownership Rights - Recipient does not acquire any license rights, title or interest in the Confidential Information except the limited right to use the Confidential Information in accordance with this agreement.

6. Scope - This agreement constitutes the entire agreement between the parties and supersedes all prior oral and written understandings and agreements concerning this subject matter. All proposed modifications to this agreement shall be in writing and signed by both parties. This agreement shall be governed by the laws of the State of California, United States, excluding choice of law principles, and Recipient agrees personal and subject matter jurisdiction within the State of California at the location chosen by InCap. Recipient further agrees that any violation of InCap's rights by Recipient would entitle InCap to an immediate injunction against Recipient and if InCap enforces this agreement for a breach of this agreement by Recipient, InCap shall be entitled to attorneys' fees and costs.

7. Term - The obligation of Recipient to protect any disclosed confidential information or intellectual property of InCap shall continue after the termination of any business relationship between the parties and may not be cancelled.

8. Authority - This agreement shall become effective and binding only upon written acceptance hereof.

InCap Corporation

A handwritten signature in black ink, appearing to read "Bert Mahoney", with a stylized, cursive script.

Henry Koltys, Chairman

Bert Mahoney