



A Leader in Immersive WEB3 Spatial Computing

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement is effective as of the date indicated in the signature block, (“Effective Date”), between Beyond XR Studios, a Wyoming LLC, (“Company”), and the undersigned (“Other Party”).

1 Definition of Confidential Information

: In this Agreement, “Confidential Information” encompasses all technical and non-technical data concerning the current, future, and proposed products and services of each party. This includes research, experimental work, development details, design specifications, financial information, procurement requirements, customer lists, business forecasts, sales and marketing plans, and proprietary data from third parties shared during the course of business.

2 Nondisclosure and Nonuse Obligation

: The Recipient agrees not to utilize or disclose the Discloser's Confidential Information without explicit written consent. Any dissemination of such information should be limited to internal discussions with authorized personnel for evaluation purposes or as otherwise authorized in writing. Confidential information pertaining to ongoing business discussions or agreements must not be disclosed to the public without mutual written consent. The Recipient must handle the Discloser’s Confidential Information with a level of care equivalent to that applied to its own confidential data, ensuring at least a standard of reasonable care.

3 Exclusions from Nondisclosure and Nonuse Obligations

: The Recipient is not bound by the nondisclosure obligation for Confidential Information that was in the public domain, in the Recipient’s possession without an obligation of confidence,

independently developed, or disclosed to a third party without a confidentiality requirement. Disclosure compelled by law, court order, or to establish rights under this Agreement does not constitute a breach, provided prompt written notice is given to the Discloser.

4 Ownership and Return of Confidential Information and Other Materials

: All Confidential Information and derivative works remain the property of the Discloser. Upon request, the Recipient must promptly return or destroy all materials containing the Discloser's Confidential Information and provide written certification of compliance.

5 Independent Development

: The Recipient may develop similar information independently or receive similar data from other sources without violating this Agreement, acknowledging that this Agreement does not preclude the Recipient from developing competing products or services.

6 Disclosure of Third-Party Information

: Neither party shall share information in violation of third-party proprietary rights.

7 No Warranty

: The Confidential Information is provided "AS IS" without any warranty, express or implied, regarding its accuracy or performance.

8 Term

: This Agreement applies to communications between the parties from the Effective Date until either party notifies the other in writing to terminate its effect. The Recipient must adhere to the Nondisclosure and Nonuse Obligations for three years following disclosure of the Discloser's Confidential Information.

9 No Assignment

: No party may assign rights or obligations under this Agreement without written consent from the other party.

10 Notices

: All required or permitted notices must be in writing and delivered by specific means outlined in the Agreement to the addresses provided or as updated in writing.

11 Court Ordered Disclosure: In the event of a legal request for disclosure, the Requested Party shall promptly notify the other party to seek protective measures. Cooperation is required to obtain a protective order or alternative remedy to preserve confidentiality.

Should you have any questions or require further clarification, please do not hesitate to contact the undersigned parties.

12 Enforceability

: The Recipient acknowledges the potential irreparable harm the Discloser could face in case of a breach of this Agreement, as the use or disclosure of the Confidential Information beyond the stipulated terms could lead to unfair competition. Consequently, the Discloser retains the right to seek equitable relief, such as injunctions and specific performance, in the event of any violation of this Agreement. The Recipient hereby consents to the issuance of an injunction against it for such breaches. These remedies are not exclusive but supplementary to all other legal or equitable remedies available.

13 Choices of Law and Arbitration

: This Agreement shall be governed by and construed in accordance with the laws of Laramie County, State of Wyoming, USA. Any disputes arising from this Agreement, or its termination shall be resolved in accordance with the American Arbitration Association ("AAA") rules.

14 Attorney Fees

: In case of litigation or arbitration to enforce any rights under this Agreement or any related agreements, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. This includes fees and costs incurred during arbitration, trial, and any subsequent appeals.

15 Severability

: If any provision in this Agreement is deemed illegal, invalid, or unenforceable by a court of law, the provision will be adjusted to achieve the closest economic effect to the original intent. The legality, validity, and enforceability of the remaining provisions will not be affected.

16 Waiver; Amendment; Modification

: No waiver or consent to breach of any provision hereof shall be valid unless in writing and signed by the concerned party. Any waiver or consent to a breach shall not constitute a waiver of any other breach. This Agreement can only be modified in writing by mutual agreement of authorized representatives.

17 Injunctive Relief

: A breach of the promises or agreements within this Agreement may result in irreparable damage for which there is no adequate legal remedy. In such cases, the aggrieved party is entitled to injunctive relief, specific performance, and any other appropriate relief, including monetary damages if necessary.

18 Entire Agreement

: This Agreement constitutes the entire understanding regarding the disclosed Confidential Information and supersedes any prior agreements, whether oral or written.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date indicated below.

Company: Beyond XR Studios LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Other Party: _____

Signature: _____

Name: _____

Title: _____

Date: _____