

Appendix A – TIER-3 DILIGENCE ACCESS PROTOCOL –*incorporated upon execution of Tier-3 Agreement (Process Control – Non-Enablement – Enforceability Layer)*

This Tier-3 Diligence Access Protocol (“**Protocol**”) governs **how** Tier-3 Confidential Information may be accessed, reviewed, and handled.

This Protocol does **not** describe technical systems, architectures, algorithms, or implementation details.

This Protocol is incorporated by reference into, and forms a material part of, the Tier-3 NDA, Confidentiality, Non-Use, Non-Circumvention, and First-Right Agreement (“**Agreement**”). Compliance with this Protocol is a **material condition precedent** to any Tier-3 access.

1. AUTHORIZED ACCESS — NAMED NATURAL PERSONS ONLY

1.1 Access Limitation

Tier-3 Confidential Information may be accessed **only** by specifically named natural persons (“**Authorized Reviewers**”) approved in writing by the Disclosing Party.

No access may be granted to:

- unnamed individuals
- departments
- committees
- affiliates
- advisors
- substitutes or delegates

1.2 Maximum Reviewers

Access shall be limited to **no more than five (5)** Authorized Reviewers unless expressly approved in writing.

1.3 Individual Capacity

Each Authorized Reviewer must execute:

- the Agreement **in their individual capacity**, and
- an Individual Tier-3 Acknowledgment (attached as Exhibit B).

Recipient remains **fully liable** for all acts and omissions of Authorized Reviewers.

2. DEVICE, ENVIRONMENT & CAPTURE RESTRICTIONS

2.1 Approved Access Environment

Tier-3 Confidential Information may be accessed only:

- on approved devices, and
- within controlled environments designated by the Disclosing Party.

2.1A Observed Access Rights

At the Disclosing Party's election, Tier-3 access sessions may be conducted under observation by either (a) a designated representative of the Disclosing Party or (b) an independent third-party professional bound by confidentiality obligations no less restrictive than this Agreement.

Such observation shall be non-participatory, non-disruptive, and limited solely to verifying compliance with access controls, identity confirmation, session duration, and non-extraction requirements. Observers shall not provide commentary, explanation, or substantive guidance regarding the Confidential Information.

Recipient acknowledges that observed access is a reasonable and proportionate measure to protect pre-commercial trade secrets, ensure evidentiary traceability, and preserve non-replicability claims, and does not constitute interference with diligence or evaluation.

Recipient agrees that refusal to permit observed access upon reasonable request shall constitute a material breach and grounds for immediate suspension or termination of Tier-3 access without a refund.

2.2 Prohibited Devices & Actions

Authorized Reviewers shall not:

- bring or use personal phones, tablets, smartwatches, or recording devices
- take screenshots, photographs, screen recordings, or audio recordings
- transcribe, summarize, dictate, or reproduce Confidential Information
- use external storage, cloud sync, or AI tools of any kind

Any attempt to capture or reproduce Confidential Information constitutes a **material breach**.

3. LOGGING, TRACEABILITY & WATERMARKING

All Tier-3 materials may include:

- individualized digital watermarking

- reviewer-specific identifiers
- timestamped access logs

Recipient acknowledges and agrees that:

- all access activity is logged, and
- such logs are admissible evidence of notice, access, and use.

4. COUNSEL-TO-COUNSEL HANDLING

All questions, analyses, interpretations, or discussions regarding Tier-3 Confidential Information shall be conducted solely on a **counsel-to-counsel basis**.

Recipient shall not:

- circulate internal memoranda
- prepare summaries or derivative analyses
- distribute interpretations internally

Absent written consent, **no internal dissemination** is permitted.

5. AUDIT & VERIFICATION RIGHTS

Disclosing Party may, upon reasonable notice or reasonable suspicion of breach:

- audit compliance with this Protocol
- verify access controls and logs
- confirm destruction certifications

Audits shall be:

- narrowly tailored
- purpose-limited
- conducted under counsel supervision

6. RETURN, DESTRUCTION & CERTIFICATION

Within **five (5) business days** following termination of Tier-3 access, Recipient shall:

- permanently destroy all Confidential Information
- destroy all notes, analyses, and derivative materials
- certify destruction in writing

Certification must be signed by:

- an authorized corporate officer and
- Recipient's legal counsel

7. JURISDICTION & EMERGENCY RELIEF

Recipient acknowledges that:

- breach or threatened breach causes irreparable harm
- Disclosing Party is entitled to immediate injunctive relief

Recipient expressly consents to:

- emergency TROs and preliminary injunctions
- expedited proceedings within 48–72 hours
- exclusive venue in Travis County, Texas

8. SURVIVAL

All obligations under this Protocol survive:

- expiration of diligence
- termination of discussions
- failure to consummate any transaction

Appendix B – AUTHORIZED REVIEWER INDIVIDUAL ACKNOWLEDGMENT & UNDERTAKING

This **Authorized Reviewer Individual Acknowledgment & Undertaking** (“Acknowledgment”) is executed by the undersigned individual (“Authorized Reviewer”) as a condition of access to Tier-3 Confidential Information of **C.O.R.E. Values-Based Roundtables & Consulting LLC, d/b/a C.O.R.E. AxisAI** (“Disclosing Party”).

This Acknowledgment is **in addition to** and **independent** of any obligations undertaken by the undersigned’s employer or affiliated entity.

1. Identity & Capacity

Authorized Reviewer Name: _____ Title: _____

Employer / Affiliated Entity: _____

Business Address: _____

City / State / Country: _____

Email: _____ Phone: _____

The undersigned represents and warrants that they are a **natural person**, acting in an individual capacity, and have been **expressly approved in writing** as an Authorized Reviewer under the Tier-3 NDA dated _____, 2026 (the “Agreement”).

2. Personal Receipt & Notice

The undersigned acknowledges that:

- They will receive access to **Tier-3 Confidential Information that constitutes trade secrets, confidential intellectual property, governance benchmarks, and pre-commercial strategic assets**;
- Such access constitutes **actual notice** of the existence, scope, and protected status of the Confidential Information;
- All access activity is **logged, time-stamped, and watermarked** and may be used as evidence of notice, access, and use.

3. Individual Obligations (Personal Undertaking)

The undersigned **personally agrees**, regardless of employer policy or instruction, to:

- Maintain the strict confidentiality of all Tier-3 Confidential Information;

- Refrain from copying, summarizing, reproducing, recording, photographing, or transcribing any Confidential Information;
- Refrain from reverse engineering, reconstructing, or attempting to derive underlying systems, datasets, parameters, or methodologies;
- Refrain from using any Confidential Information for internal research, benchmarking, training, strategy, or development purposes;
- Refrain from discussing or disclosing Confidential Information to **any person**, including colleagues, executives, engineers, or advisors, except as expressly authorized under the Agreement.

4. No Reliance on Employer Shield

The undersigned expressly acknowledges and agrees that:

- Compliance with this Acknowledgment is a **personal obligation**;
- Employer affiliation, corporate role, or internal authorization **does not** shield the undersigned from individual responsibility;
- Breach of this Acknowledgment may give rise to **personal liability**, independent of any liability of the employer or affiliated entity.

5. Session, Device & Access Compliance

The undersigned agrees to comply fully with all Tier-3 Access Protocols, including without limitation:

- Named-individual access restrictions;
- Session limits and access frequency limits;
- Device, environment, and capture restrictions;
- Counsel-to-counsel handling requirements;
- Return, destruction, and certification obligations.

Any circumvention, aggregation, or evasion of access controls constitutes a **material breach**.

6. Non-Use & Non-Contamination

The undersigned agrees not to:

- Input, reference, or expose any Confidential Information into any AI system, model, dataset, notebook, benchmark, or analytical tool;
- Use Confidential Information to influence design decisions, governance frameworks, or research direction;
- Retain Confidential Information in memory for subsequent independent development or conceptual reuse.

7. Survival & Enforcement

The undersigned acknowledges that:

- These obligations survive indefinitely, regardless of termination of employment, expiration of diligence, or failure to consummate a transaction;
- Disclosing Party may seek **injunctive relief, specific performance, and all other equitable remedies** directly against the undersigned for breach or threatened breach;
- Texas law governs this Acknowledgment, and the undersigned consents to jurisdiction in the state and federal courts located in **Travis County, Texas**.

8. Certification

The undersigned acknowledges and agrees that any misrepresentation regarding their identity, role, authorization, or access eligibility constitutes fraud in the inducement, voids any reliance defenses, and renders any contractual, statutory, or equitable limitation of liability inapplicable.

By signing below, the undersigned certifies under penalty of perjury that they have read, understand, and voluntarily agree to be bound by this Acknowledgment as a condition of Tier-3 access.

AUTHORIZED REVIEWER SIGNATURE

Signature: _____

Printed Name: _____

Date: _____