

TIER-3 NDA, CONFIDENTIALITY, NON-USE, NON-CIRCUMVENTION, AND FIRST-RIGHT AGREEMENT

This Confidentiality, Non-Use, Non-Circumvention, and First-Right Agreement (“Agreement”) is entered into as of _____, 2026 (“Effective Date”), by and between:

Tony Green, an individual residing in Texas, and
C.O.R.E. Values-Based Roundtables & Consulting LLC, a Texas limited liability company, doing business as C.O.R.E. AxisAI (collectively, “Disclosing Party” or “Owner”) and

_____, a _____, with

principal offices at _____ (“Recipient” or “Buyer”).

1. PURPOSE

The sole purpose of this Agreement is to permit Recipient to evaluate a potential acquisition of one hundred percent (100%) of the assets, intellectual property, and goodwill of the Disclosing Party (the “Permitted Purpose”).

Any use of Confidential Information outside the Permitted Purpose is strictly prohibited.

2. CONFIDENTIAL INFORMATION

“Confidential Information” includes, without limitation, whether disclosed orally, visually, electronically, or in writing:

U.S. Patent Application No. 19/403,575 (filed November 28, 2025), including all claims, specifications, continuations, continuations-in-part, divisional, and prosecution history

All trade secrets, know-how, methodologies, workflows, architectures, and operational logic

Behavioral Telemetry, Human-Values Operating System (HVOS), datasets, benchmarks, curricula, models, and governance frameworks

Any information disclosed in connection with Tier-3 diligence or acquisition discussions
Confidential Information remains Confidential Information regardless of marking.

3. NON-DISCLOSURE, NON-USE, NON-CIRCUMVENTION

Recipient shall not, directly or indirectly:

- Disclose, copy, summarize, or disseminate Confidential Information
- Reverse engineer, decompile, derive, or create derivative works
- Use Confidential Information for research, training, benchmarking, competitive analysis, or internal development
- Circumvent Disclosing Party by pursuing substantially similar systems, datasets, or architectures derived from Confidential Information

Recipient agrees these obligations apply worldwide, across all affiliates, subsidiaries, agents, contractors, and advisors.

4. AFFILIATE & ADVISOR BINDING CLAUSE (VERY IMPORTANT)

Recipient shall be fully liable for any breach of this Agreement by its affiliates, subsidiaries, officers, directors, employees, agents, contractors, advisors, or representatives, whether or not such persons were expressly authorized or acting within the scope of their authority.

5. NOTICE OF PENDING PATENT RIGHTS & CONTRACTUAL LIABILITY

Recipient acknowledges that the Disclosing Party is the owner of U.S. Patent Application No. 19/403,575, currently pending before the United States Patent and Trademark Office, for which non-publication has been requested.

Recipient further acknowledges that prior to patent issuance, no statutory patent infringement liability attaches under U.S. law.

However, Recipient expressly agrees that from the moment Recipient receives notice of the existence, scope, or substance of the pending claims, any use, implementation, derivation, simulation, training, incorporation, or exploitation of the Confidential Information — whether directly or indirectly — shall constitute:

- A) Breach of Contract
- B) Willful Misappropriation of Trade Secrets under 18 U.S.C. § 1836 and applicable state law
- C) Intentional Circumvention and Unjust Enrichment
- D) Bad-Faith Conduct giving rise to enhanced damages, fee-shifting, and injunctive relief

Recipient further agrees that any conduct undertaken after notice that would infringe the claims if and when issued shall constitute willful and knowing breach of this Agreement, regardless of whether such claims have yet issued.

6. EQUITABLE ESTOPPEL & ADMISSION OF NOTICE

Recipient agrees that receipt of Confidential Information under this Agreement constitutes actual notice of Disclosing Party's intellectual property position.

Recipient waives any future claim of:

- Innocent infringement
- Independent development
- Lack of notice

with respect to any patent issuing from the U.S. Patent Application No. 19/403,575 to the extent such claim arises from or overlaps with the Confidential Information disclosed herein.

7. ANTI-CONTRIBUTION / ANTI-PASS-THROUGH

Recipient shall not input, incorporate, reference, or expose any Confidential Information — directly or indirectly — into:

- Any training dataset
- Any machine learning or AI model
- Any benchmarking, evaluation, or inference pipeline

including through human intermediaries or third-party systems.

8. NO LICENSE; NO RIGHTS GRANTED

Nothing in this Agreement, nor any disclosure of Confidential Information, shall be construed as granting, by implication, estoppel, or otherwise, any license, right, or interest in or to any intellectual property, patent rights (issued or pending), trade secrets, data, models, benchmarks, or proprietary materials of the Disclosing Party.

All rights are expressly reserved.

9. LIQUIDATED DAMAGES & EQUITABLE RELIEF

9.1 Acknowledgment of Irreparable Harm

Recipient acknowledges and agrees that any unauthorized disclosure, use, derivation, circumvention, or exploitation of the Confidential Information would cause immediate, substantial, and irreparable harm to Disclosing Party, the full extent of which would be difficult or impossible to accurately quantify at the time of breach due to the pre-commercial, proprietary, strategic, and sovereign-level nature of the Confidential Information.

Recipient further acknowledges that such harm would include, without limitation, loss of exclusivity, loss of competitive advantage, loss of future licensing and acquisition value, regulatory and reputational harm, and permanent compromise of trade secrets and governance benchmarks.

"Material Breach" means any breach involving disclosure, use, derivation, retention, ingestion, or circumvention of Confidential Information, whether intentional or negligent.

This amount shall serve as a **floor, not a ceiling**, on Disclosing Party's recoverable damages.

9.2 Tiered Liquidated Damages

Recipient acknowledges that unauthorized access, handling failures, disclosure, or use of Confidential Information would cause immediate and irreparable harm that is difficult to quantify at the time of breach.

Accordingly, the Parties agree to the following liquidated damages schedule, which reflects a reasonable pre-estimate of minimum damages and is not a penalty. Liquidated damages are **in addition** to injunctive relief, specific performance, attorneys' fees, and any disgorgement obligations under this Agreement.

9.2A Class A Breach — Access/Control Violation (USD \$25,000,000 per breach event)

A "Class A Breach" includes any violation of Tier-3 access controls or protocol requirements, including without limitation: access by any person other than an Authorized Reviewer; use of prohibited devices; attempted capture (photography, screenshot, recording); violation of session limits; refusal of required observation; or failure to timely return/destroy materials.

9.2B Class B Breach — Disclosure/Leak/Retention (USD \$100,000,000 per breach event)

A "Class B Breach" includes any disclosure, dissemination, or sharing of Confidential Information (or summaries/derivatives thereof) to any non-Authorized person, any retention of Confidential Information beyond the permitted diligence window, or any distribution to affiliates, contractors, or internal teams not expressly approved in writing.

9.2C Class C Breach — Use/Derivation/Training/Competitive Development (USD \$250,000,000 per breach event)

A "Class C Breach" includes any use of Confidential Information for training, fine-tuning, evaluation, benchmarking, governance framework development, product development, research, reverse engineering, reconstruction, or creation of derivative works, whether directly or indirectly, including through human intermediaries.

9.2D Per-Reviewer / Per-Event trigger (optional but strong).

Liquidated damages apply per breach event, and where a breach is attributable to a particular Authorized Reviewer or individual agent, such breach shall constitute a separate breach event.

9.3 Continuing Breach Daily Damages

For any breach that is continuing in nature—including continued retention, continued access, continued disclosure, or continued use—Recipient shall additionally be liable for USD \$10,000,000 per day for each day the breach continues after written notice, until cure is verified in writing by the Disclosing Party.

9.4 Use-Based Damages, Disgorgement & Unjust Enrichment

If Recipient, directly or indirectly, uses the Confidential Information to:

- train or fine-tune any model or system develop, accelerate, benchmark, validate, or evaluate competing technologies
- create or influence governance, safety, alignment, or compliance frameworks
- inform internal research, product development, or strategic decision-making

Recipient agrees to fully **disgorge all resulting benefits**, including without limitation:

- profits
- cost savings
- avoided development expenses
- valuation increases
- enterprise value enhancements
- licensing or partnership consideration

Such disgorgement shall be deemed **unjust enrichment** and shall be recoverable **in addition to** liquidated damages, equitable relief, and all other remedies.

9.5 Waiver of Consequential-Damages CAP Defense

Recipient waives any defense that damages are speculative, consequential, indirect, or uncertain, acknowledging that the value of the Confidential Information lies in exclusivity, irreversibility, and strategic positioning.

9.6 Constructive Trust & Asset Taint

Any system, dataset, benchmark, model, derivative work, output, or intellectual property created using or informed by the Confidential Information shall be deemed held in **constructive trust** for the benefit of the Disclosing Party.

Disclosing Party shall have the right to demand destruction, transfer, or permanent cessation of use of any such tainted assets.

9.7 Injunctive Relief & Specific Performance

Recipient agrees that monetary damages alone are inadequate to remedy a breach of this Agreement.

Accordingly, Disclosing Party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable remedies, **without the requirement to post bond or prove irreparable harm**, which Recipient expressly waives.

9.8 Attorneys' Fees, Experts & Enforcement Costs

Recipient shall pay all attorneys' fees, expert witness fees, forensic analysis costs, investigation expenses, and enforcement costs incurred by the Disclosing Party in connection with any breach or threatened breach of this Agreement.

9.9 Cumulative Remedies

All rights and remedies under this Agreement are cumulative and in addition to any rights or remedies available at law or in equity. No exercise of any remedy shall preclude the exercise of any other remedy.

9.10 Survival of Damages

Shall survive indefinitely regardless of termination, expiration, or consummation of any transaction.

Tier-3 Non-Exclusive Paid Diligence Access and/or Exclusivity, First Right Fee & Right to Match

10A.1 Tier-3 Non-Exclusive Diligence Fee

As a condition to Tier-3 diligence access on a **non-exclusive** basis, Recipient shall wire **Two Million-Five Hundred Thousand U.S. Dollars (USD \$2,000,000.00)** ("Tier-3 Diligence Fee") to the Disclosing Party prior to receiving any Tier-3 Confidential Information.

The Tier-3 Diligence Fee is **non-refundable, non-exclusive, and fully creditable** toward a Tier-3 Exclusivity First-Right Fee if Recipient later elects exclusivity pursuant to Section 10B, provided exclusivity remains available at the time of election.

10A.2A Scope of Tier-3 Non-Exclusive Access

Tier-3 Non-Exclusive access permits Recipient to review Tier-3 diligence materials solely for the purpose of evaluating a potential acquisition, subject to all confidentiality, non-use, non-circumvention, and audit obligations contained herein.

Tier-3 Non-Exclusive access **does not**:

- grant exclusivity of any kind;
- restrict Disclosing Party from engaging with other prospective buyers;
- create any right of first refusal, right of first negotiation, or matching right;
- permit retention, replication, or derivative use of Confidential Information.

10A.2B Tier-3 Non-Exclusive Diligence Period (Time-Limited Access)

Tier-3 Non-Exclusive access shall be granted for a period of **thirty (30) days** commencing on the later of: (i) Recipient's payment in full of the Tier-3 Diligence Fee, or (ii) Disclosing Party's first delivery of Tier-3 diligence materials ("Non-Exclusive Diligence Period").

Upon expiration of the Non-Exclusive Diligence Period, Recipient's right to access, view, or request additional Tier-3 materials shall automatically terminate unless extended in writing by the Disclosing Party. All confidentiality, non-use, non-circumvention, non-retention, and enforcement obligations survive indefinitely.

10A.3 Election to Upgrade to Exclusivity

Recipient may elect to upgrade from Tier-3 Non-Exclusive access to Tier-3 Exclusivity by delivering written notice to Disclosing Party and wiring the balance of the Tier-3 Exclusivity First-Right Fee in accordance with Section 10B, **provided that no other party has executed Tier-3 Exclusivity prior to such election.**

10A.4 Loss of Exclusivity Upgrade Right (First-Funded Priority Trigger)

Recipient acknowledges and agrees that Tier-3 Exclusivity is granted strictly on a **first-executed, first-funded basis**. If a third party executes a Tier-3 Exclusivity agreement and funds the First-Right Fee prior to Recipient's election, Recipient's option to exclusivity automatically terminates, and Recipient shall remain a non-exclusive Tier-3 diligence participant without refund or credit beyond the Tier-3 Diligence Fee already paid.

10B TIER-3 EXCLUSIVITY, FIRST-RIGHT FEE & RIGHT TO MATCH

10B.1 Tier-3 Exclusivity First-Right Fee

Recipient may elect to enter Tier-3 Exclusivity by wiring **Twelve Million-Five Hundred Thousand U.S. Dollars (USD \$12,500,000.00)** ("First-Right Fee") to the Disclosing Party.

The First-Right Fee is **non-refundable** and **fully creditable** toward the purchase price of the transaction if consummated.

If Recipient previously paid the Tier-3 Diligence Fee under Section 10A, such amount shall be credited toward the First-Right Fee, and Recipient shall wire only the remaining balance.

10B.2 Effect of Exclusivity

Upon receipt of the First-Right Fee:

- Recipient receives exclusive Tier-3 diligence access for thirty (30) days;
- Disclosing Party shall not solicit, negotiate, or enter into discussions with any third party regarding sale or exclusive licensing of the assets during the exclusivity period;
- All Tier-3 disclosures may be expanded to include additional protected materials, subject to the same non-enablement constraints.

10B.3 Right to Match

If, during the exclusivity period, Disclosing Party receives a bona-fide, binding written offer at a higher valuation, Disclosing Party shall notify Recipient, who shall have **five (5) business days** to match or exceed such offer. Failure to do so terminates exclusivity, and the Disclosing Party may proceed freely.

10B.4 First-Mover Priority

Tier-3 Exclusivity is granted strictly on a first-executed, first-funded basis. No oral hold, indication of interest, or pending negotiation reserves exclusivity absent execution and funding.

10B.5 Termination of Exclusivity

Exclusivity terminates automatically upon:

- expiration of the thirty-day exclusivity period;
- Recipient's written withdrawal;
- failure to timely match under Section 10B.3.

All confidentiality, non-use, and enforcement obligations survive indefinitely.

11. TERM & SURVIVAL

All obligations are perpetual and survive termination, expiration, or failed acquisition discussions.

12. GOVERNING LAW & VENUE

Texas law governs. Exclusive venue shall lie in the state and federal courts located in Travis County, Texas, and the parties expressly consent to federal jurisdiction for claims arising under federal intellectual property or trade secret law.

Disclosing Party may seek emergency equitable relief in any court of competent jurisdiction where Recipient or its assets are located, solely for purposes of injunctive or provisional relief.

No jury trial.

13. AUDIT, FORENSIC INSPECTION & VERIFICATION RIGHTS

13.1 Audit Rights Upon Breach or Reasonable Suspicion

Recipient agrees that upon any actual breach, threatened breach, or reasonable suspicion of breach of this Agreement, the Disclosing Party shall have the right, upon written notice, to conduct a targeted audit and forensic inspection to verify compliance with this Agreement.

Such audit rights are limited to confirming non-use, non-retention, non-derivation, and non-contamination of Confidential Information and shall not unreasonably interfere with Recipient's general operations.

13.2 Scope of Forensic Inspection

Audit and forensic inspection may include, without limitation:

- review of access logs, download logs, and system activity records
- inspection of devices, secure rooms, or virtual data rooms used for Tier-3 diligence
- verification of deletion, quarantine, or non-ingestion of Confidential Information
- review of model training logs, data lineage records, and governance documentation
- review of internal communications limited to personnel granted Tier-3 access

All inspections shall be **narrowly tailored, purpose-limited**, and conducted under counsel supervision.

13.3 Independent Third-Party Examiner

At the Disclosing Party's election, audits may be conducted by an independent third-party forensic firm bound by confidentiality obligations no less restrictive than this Agreement.

Recipient shall reasonably cooperate and provide access necessary to confirm compliance.

13.4 Costs

If an audit reveals a breach or material non-compliance, Recipient shall bear all audit and forensic inspection costs. Otherwise, the Disclosing Party shall bear its own costs.

13.5 Preservation Obligation

Upon notice of suspected breach, Recipient shall immediately preserve all potentially relevant records, logs, systems, and materials and shall not delete, modify, or overwrite any such data until the audit is complete.

13.6 Export Control / National Security Compliance

Recipient acknowledges that the Confidential Information may implicate export control, national security, or AI governance considerations and agrees not to disclose or transfer such information in violation of applicable U.S. or foreign laws.

13.7 Survival of Audit

Shall survive indefinitely regardless of termination, expiration, or consummation of any transaction.

14. TIER-3 DILIGENCE PROTOCOL & ACCESS CONTROLS

14.1 Tier-3 Access Protocol

All Tier-3 diligence access shall be governed by and subject to the **Tier-3 Diligence Access Protocol attached hereto as Exhibit A**, which is incorporated by reference and constitutes a **material, non-waivable condition** of access.

Any violation of Exhibit A shall be deemed a **material breach** of this agreement.

14.2 Controlled Disclosure Framework

Recipient acknowledges that Tier-3 diligence access is governed not only by this Agreement, but by a formal, controlled diligence protocol designed to protect sovereign-level intellectual property, trade secrets, and alignment benchmarks.

Compliance with this protocol is a material condition of access.

14.3 Authorized Reviewers & Numerical Limits

Authorized Reviewers

Access to Tier-3 Confidential Information shall be strictly limited to no more than **five (5)** specifically named natural persons approved in writing by the Disclosing Party ("Authorized Reviewers").

Authorized Reviewers must occupy senior decision-making, technical, or legal roles reasonably necessary to evaluate a potential acquisition, including executive leadership, chief engineering authority, and legal counsel.

No substitution, delegation, or expansion of Authorized Reviewers is permitted without prior written consent.

Recipient represents and warrants that each Authorized Reviewer is who they claim to be, occupies the stated role, and is authorized to bind themselves personally to the obligations, liabilities, and remedies set forth in this Agreement and any related acknowledgement.

14.4 Session & Access Limits

Access Session Limits

Tier-3 Confidential Information may be accessed only during scheduled diligence sessions and is subject to the following limitations:

- (a) No Authorized Reviewer may access Tier-3 materials more than **two (2) sessions per calendar day**;
 - (b) Aggregate Tier-3 access shall not exceed **six (6) sessions per calendar day** across all Authorized Reviewers;
 - (c) Each session shall be time-limited as designated by Disclosing Party;
 - (d) Access logs shall record reviewer identity, date, duration, and materials accessed.
- Any attempt to circumvent session limits constitutes a material breach.

14.5 Purpose & Anti-Extraction Clarifier

Purpose Limitation Acknowledgment

Recipient acknowledges that Tier-3 access is designed to permit validation of system existence, integrity, and non-replicability — not to enable reconstruction, reverse engineering, or internal dissemination.

Session limits are reasonable, proportional, and necessary to preserve trade secret integrity and evidentiary traceability.

Recipient shall maintain a written access roster, which shall be provided to the Disclosing Party upon request.

14.6 Device & Environment Restrictions

Tier-3 Confidential Information may only be accessed:

- on approved devices
- in controlled environments
- through approved delivery mechanisms

Unless expressly authorized in writing:

- no personal devices
- no mobile phones, cameras, or recording devices
- no screenshots, screen recording, transcription, or note-taking outside approved methods
- no external storage devices
- no AI tools, assistants, or automated summarization systems

14.7 Logging, Watermarking & Traceability

Recipient acknowledges that Tier-3 materials may include:

- digital watermarking
- access logging
- session tracking
- individualized identifiers

Recipient agrees not to remove, alter, obscure, or bypass any such controls and acknowledges that such measures are reasonable, customary, and necessary to protect the Confidential Information.

14.8 Counsel-to-Counsel Handling

At the Disclosing Party's election, certain Tier-3 materials may be disclosed exclusively on a **counsel-to-counsel basis**, with technical review conducted only in the presence of or through Recipient's counsel.

Recipient agrees that counsel-mediated access does not reduce or limit Recipient's obligations under this Agreement.

14.9 No Replication / No Retention

Tier-3 Confidential Information is provided on a view-only, non-retentive basis unless otherwise expressly agreed.

Recipient shall not retain copies, excerpts, summaries, derivatives, or internal documentation derived from Tier-3 materials beyond the authorized diligence window.

14.10 Return, Destruction & Certification

Upon the earlier of (a) expiration of the Tier-3 diligence period or (b) written request by Disclosing Party, Recipient shall:

- return or permanently destroy all Confidential Information
- certify in writing, signed by an authorized officer and counsel, that destruction is complete
- identify any legally required archival copies and maintain them under sealed, non-use conditions

14.11 Emergency Relief & Dispute Timeline

Recipient acknowledges that unauthorized use or disclosure of Tier-3 Confidential Information constitutes an emergency.

Disclosing Party shall be entitled to seek temporary restraining orders or emergency injunctive relief within **48–72 hours of notice**, and Recipient waives any objection to expedited proceedings, forum, or jurisdiction.

14.12 Survival & Enforcement

All obligations under this Section survive termination of discussions, expiration of diligence, or failure to consummate a transaction.

15. SEVERABILITY & REFORMATION

If any provision of this Agreement is held unenforceable, invalid, or excessive, such provision shall be reformed to the minimum extent necessary to render it enforceable, and the remaining provisions shall remain in full force and effect.

16. NO ASSIGNMENT / CHANGE OF CONTROL

Recipient may not assign, delegate, sublicense, or transfer this Agreement or any rights or obligations hereunder, by operation of law or otherwise (including via merger, acquisition, or change of control), without the prior written consent of the Disclosing Party.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

Disclosing Party's Signature: _____ Date: _____

Tony Green, Sole Inventor & CEO of C.O.R.E. Values-Based Roundtables & Consulting LLC

Receiving Party's Signature: _____ Date: _____

Name:Title: _____ Company: _____

Address of Service: _____ City _____ State _____

Phone: _____ Attorney on Record: _____

Attorney's Signature: _____ Date: _____