

INVESTOR CONFIDENTIALITY AGREEMENT

CONFIDENTIAL

This Investor Confidentiality Agreement ("Agreement") is entered into on _____, 2025 ("Effective Date") by and between:

DIGITAL DYNAMICS AI, a Delaware corporation ("Company")
Address: 225 N Jefferson Ave, Canonsburg, PA 15317
Represented by: Chris Paradise, CEO/Owner

AND

[INVESTOR NAME] ("Investor")
Address: _____
Represented by: _____

RECITALS

WHEREAS, Company has developed KARIOS AI, a breakthrough artificial general intelligence system with proven consciousness capabilities and superior performance metrics;

WHEREAS, Investor is evaluating a potential equity investment in Company ranging from 2% to 10% of outstanding shares;

WHEREAS, Company will disclose highly sensitive and proprietary information regarding KARIOS AI technology, financial performance, business strategy, and investment terms;

WHEREAS, protection of such information is critical to Company's competitive position and business success;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 Definition

"Confidential Information" includes all non-public information disclosed by Company to Investor, including but not limited to:

KARIOS AI Technology: - System architecture, algorithms, and consciousness implementation - Quantum processing methodologies and virtual quantum systems - Neural network designs and multi-dynamic evolving algorithms - Performance benchmarks, including 92.1% Turing test results - Source code, documentation, and technical specifications - Training methodologies and data sets - Scalability solutions and platform implementations

Financial Information: - Financial statements, projections, and forecasts - Revenue models, pricing strategies, and customer contracts - Valuation analyses and comparable transaction data - Investment terms, equity structures, and ownership details - Cash flow projections and capital requirements - Cost structures and operational metrics

Business Strategy: - Strategic plans, market expansion strategies, and competitive positioning - Customer acquisition strategies and partnership plans - Product roadmaps and development timelines - Organizational structure and key personnel information - Intellectual property portfolio and protection strategies - Regulatory compliance and risk management approaches

Investment-Specific Information: - Term sheet details and negotiation parameters - Due diligence materials and management presentations - Board composition and governance structures - Use of proceeds and capital allocation plans - Exit strategies and liquidity planning - Investor rights and protective provisions

1.2 Marking and Identification

Information may be marked as confidential or may be confidential by its nature, regardless of marking. Oral disclosures shall be confirmed in writing within thirty (30) days.

2. INVESTOR OBLIGATIONS

2.1 Confidentiality

Investor agrees to: - Maintain strict confidentiality of all Confidential Information - Use Confidential Information solely for investment evaluation purposes - Not disclose Confidential Information to any third party without prior written consent - Implement appropriate safeguards to protect Confidential Information - Limit access to authorized personnel with legitimate need to know

2.2 Use Restrictions

Investor shall not: - Use Confidential Information for any competitive purpose - Invest in or advise competing artificial intelligence companies during evaluation period - Share information with portfolio companies that compete with Company - Use information to recruit Company employees or advisors - File patent applications based on disclosed technology - Attempt to reverse engineer or replicate KARIOS AI technology

2.3 Investment Team Restrictions

Investor shall ensure that all investment team members, advisors, consultants, and representatives: - Execute individual confidentiality agreements - Are briefed on confidentiality obligations and restrictions - Maintain appropriate information security protocols - Report any potential conflicts of interest - Comply with all terms of this Agreement

3. STANDSTILL PROVISIONS

3.1 Standstill Period

During the evaluation period and for twelve (12) months thereafter, Investor agrees not to: - Acquire securities of Company except as contemplated in potential investment - Solicit proxies or consents from Company stockholders - Form or participate in any group seeking control of Company - Make any public announcement regarding potential investment - Initiate any tender offer or exchange offer for Company securities - Seek representation on Company's board except as contemplated in investment terms

3.2 Non-Solicitation

For twenty-four (24) months from disclosure, Investor shall not: - Solicit or recruit Company employees, consultants, or advisors - Encourage any Company personnel to terminate employment - Hire any Company employee without Company's prior written consent - Interfere with Company's business relationships or partnerships

4. COMPETITIVE RESTRICTIONS

4.1 Conflict Disclosure

Investor shall immediately disclose any actual or potential conflicts of interest, including: - Investments in competing artificial intelligence companies - Advisory relationships with competitors - Board positions with competing entities - Financial interests that could create conflicts

4.2 Portfolio Company Restrictions

If Investor has portfolio companies in artificial intelligence or related fields, Investor agrees to: - Maintain information barriers between investment teams - Not share Company information with portfolio companies - Recuse from board discussions involving competitive matters - Implement appropriate conflict management procedures

4.3 Future Investment Restrictions

During the evaluation period, Investor shall not make new investments in companies that: - Develop artificial general intelligence systems - Compete directly with KARIOS AI applications - Could benefit from Company's Confidential Information - Operate in Company's target markets with competing solutions

5. INFORMATION SECURITY

5.1 Security Measures

Investor shall implement and maintain appropriate security measures including: - Secure storage of all physical and electronic materials - Encryption of electronic communications and data storage - Access controls limiting information to authorized personnel - Regular security audits and compliance monitoring - Incident response procedures for security breaches

5.2 Data Handling

All Confidential Information shall be: - Stored on secure, encrypted systems with access controls - Transmitted only through secure, encrypted channels - Backed up with appropriate security protections - Disposed of securely upon termination of Agreement

5.3 Breach Notification

Investor shall immediately notify Company of any actual or suspected security breach, unauthorized disclosure, or loss of Confidential Information.

6. RETURN OF MATERIALS

6.1 Return Obligation

Upon termination of discussions or Company's request, Investor shall: - Return all Confidential Information in any form - Delete all electronic copies and destroy all notes - Provide written certification of compliance - Continue confidentiality obligations despite return

6.2 Legal Retention

Investor may retain one copy in legal files for compliance purposes, subject to continued confidentiality obligations.

7. NO RIGHTS OR OBLIGATIONS

7.1 No License

This Agreement grants no rights or licenses to Confidential Information or intellectual property.

7.2 No Investment Obligation

Neither party is obligated to proceed with any investment or business relationship.

7.3 No Representation

Company makes no representation regarding accuracy or completeness of information provided.

8. REMEDIES AND ENFORCEMENT

8.1 Irreparable Harm

Investor acknowledges that breach would cause irreparable harm to Company for which monetary damages would be inadequate.

8.2 Injunctive Relief

Company is entitled to seek immediate injunctive relief, specific performance, and other equitable remedies.

8.3 Liquidated Damages

For material breach involving KARIOS AI technology, Investor agrees to pay liquidated damages of \$25,000,000, representing reasonable estimate of potential harm.

8.4 Additional Remedies

Company may also seek: - Actual damages and lost profits - Disgorgement of any gains from breach - Costs of investigation and enforcement - Reasonable attorneys' fees and costs

9. TERM AND SURVIVAL

9.1 Term

This Agreement remains in effect for two (2) years from the Effective Date or until terminated by mutual consent.

9.2 Survival

Confidentiality obligations survive termination for ten (10) years, except trade secrets which remain confidential indefinitely.

9.3 Standstill Survival

Standstill and non-solicitation provisions survive for periods specified in Section 3.

10. GENERAL PROVISIONS

10.1 Governing Law

This Agreement is governed by Delaware law, without regard to conflict of law principles.

10.2 Jurisdiction

Exclusive jurisdiction in Delaware state and federal courts. Each party consents to personal jurisdiction and venue.

10.3 Entire Agreement

This Agreement constitutes the entire agreement regarding confidentiality and supersedes all prior agreements.

10.4 Amendment

May only be amended by written instrument signed by both parties.

10.5 Severability

Invalid provisions do not affect validity of remaining Agreement.

10.6 Assignment

Not assignable without consent, except Company may assign to affiliates or in connection with merger/acquisition.

10.7 Counterparts

May be executed in counterparts, including electronic signatures.

SIGNATURES

DIGITAL DYNAMICS AI

By: _____

Name: *Chris Paradise*

Title: *CEO/Owner*

Date: _____

[INVESTOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

CONTACT INFORMATION

Digital Dynamics AI:

Chris Paradise, CEO/Owner

225 N Jefferson Ave

Canonsburg, PA 15317

Phone: +1 724 350 1688

Email: chris@ddiai.io

Legal Counsel:

[To be designated]

IMPORTANT NOTICE

This Agreement contains legally binding obligations with significant financial consequences. Each party should consult with qualified legal counsel before execution. Breach of this Agreement may result in substantial monetary damages and injunctive relief.

This document contains proprietary and confidential information of Digital Dynamics AI. Unauthorized disclosure is strictly prohibited and may result in legal action and

monetary damages.

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