

# EVALUATION AGREEMENT

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## CONFIDENTIAL

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This Evaluation 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

**[EVALUATOR NAME]** ("Evaluator")

Address: \_\_\_\_\_

Represented by: \_\_\_\_\_

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## RECITALS

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WHEREAS, Company has developed KARIOS AI, a breakthrough artificial general intelligence system representing significant technological and commercial advancement;

WHEREAS, Evaluator desires to evaluate KARIOS AI technology and Company's business for potential investment, acquisition, partnership, or other business relationship;

WHEREAS, such evaluation requires disclosure of Company's most sensitive technical, business, and strategic information;

WHEREAS, Company requires comprehensive legal protections to safeguard its competitive advantages and intellectual property;

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

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# 1. EVALUATION PURPOSE AND SCOPE

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## 1.1 Permitted Evaluation

Company grants Evaluator limited right to evaluate disclosed information solely for the purpose of: - Assessing potential investment opportunity in Company - Evaluating potential acquisition of Company or its assets - Considering strategic partnership or collaboration - Analyzing technology licensing opportunities - Other business relationships specifically approved in writing

## 1.2 Evaluation Period

The evaluation period shall be ninety (90) days from the Effective Date, unless extended by mutual written agreement.

## 1.3 Evaluation Team

Evaluator shall designate specific individuals authorized to receive and evaluate information. Changes to evaluation team require Company's prior written approval.

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# 2. INFORMATION DISCLOSURE

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## 2.1 Confidential Information

Company may disclose the following categories of information at its sole discretion:

**Technical Information:** - KARIOS AI system architecture and design principles - Performance metrics and benchmark results - Technical specifications and documentation - Development methodologies and best practices - Scalability and implementation approaches - Security and safety protocols

**Business Information:** - Financial performance and projections - Market analysis and competitive positioning - Customer relationships and contracts - Strategic plans and business development - Operational procedures and capabilities - Partnership and alliance strategies

**Legal and IP Information:** - Intellectual property portfolio and protection strategies - Regulatory compliance and risk management - Corporate structure and governance - Material agreements and commitments - Litigation and dispute history - Insurance coverage and risk mitigation

## **2.2 Disclosure Control**

Company retains complete discretion regarding: - What information to disclose - When and how to disclose information - Level of detail provided - Access to personnel and facilities - Termination of information sharing

## **2.3 No Obligation to Disclose**

Company has no obligation to disclose any particular information or to provide complete information on any topic.

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# **3. EVALUATOR OBLIGATIONS**

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## **3.1 Confidentiality**

Evaluator agrees to maintain strict confidentiality of all disclosed information and to: - Use information solely for authorized evaluation purposes - Not disclose information to any unauthorized third party - Implement appropriate security measures to protect information - Limit access to designated evaluation team members - Report any unauthorized disclosure or security breach immediately

## **3.2 Use Restrictions**

Evaluator shall not: - Use disclosed information for any competitive purpose - Develop competing products or services based on disclosed information - Share information with competing entities or portfolio companies - File patent applications based on disclosed technology - Recruit Company personnel based on disclosed information - Use information to interfere with Company's business relationships

### **3.3 Due Diligence Standards**

Evaluator agrees to conduct evaluation in accordance with: - Professional standards and best practices - Applicable laws and regulations - Ethical business conduct principles - Respect for Company's ongoing operations - Minimal disruption to Company's business activities

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## **4. ACCESS AND FACILITIES**

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### **4.1 Facility Access**

Subject to Company approval and scheduling, Evaluator may be granted access to: - Company facilities and offices - Technical demonstrations and presentations - Meetings with key personnel - Review of physical assets and infrastructure - Observation of operations and processes

### **4.2 Access Conditions**

All facility access is subject to: - Advance scheduling and Company approval - Execution of additional confidentiality agreements if required - Compliance with Company security and safety protocols - Supervision by Company personnel - Restrictions on recording, photography, or documentation

### **4.3 Personnel Interviews**

Interviews with Company personnel are subject to: - Company approval of interview subjects and topics - Company representative present during interviews - Confidentiality agreements with interviewed personnel - Restrictions on solicitation or recruitment discussions - Professional conduct and respect for personnel time

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## 5. REPRESENTATIONS AND WARRANTIES

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### 5.1 Evaluator Representations

Evaluator represents and warrants that: - It has authority to enter into this Agreement - It will comply with all terms and conditions - It has adequate resources to conduct proper evaluation - It will maintain appropriate confidentiality and security measures - It has disclosed all potential conflicts of interest

### 5.2 Company Representations

Company represents and warrants that: - It has authority to disclose information covered by this Agreement - Disclosed information will be accurate to the best of Company's knowledge - It will provide reasonable access for evaluation purposes - It will respond to reasonable requests for information and clarification

### 5.3 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT.

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## 6. INTELLECTUAL PROPERTY PROTECTION

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### 6.1 No Rights Granted

This Agreement grants no rights, licenses, or interests in Company's intellectual property. All rights remain exclusively with Company.

### 6.2 Derivative Works

Evaluator shall not create derivative works based on disclosed information without Company's express written consent.

## **6.3 Improvements**

Any improvements, modifications, or enhancements to Company technology conceived during evaluation shall belong exclusively to Company.

## **6.4 Patent Restrictions**

Evaluator agrees not to file patent applications based on or incorporating disclosed information for a period of five (5) years.

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# **7. TERMINATION**

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## **7.1 Termination Rights**

Either party may terminate this Agreement: - Upon expiration of evaluation period - By mutual written consent - By either party with ten (10) days written notice - Immediately for material breach by other party

## **7.2 Effect of Termination**

Upon termination, Evaluator shall: - Immediately cease all evaluation activities - Return or destroy all disclosed information - Provide written certification of compliance - Continue to maintain confidentiality obligations

## **7.3 Survival**

Confidentiality obligations, intellectual property protections, and other specified provisions survive termination.

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# **8. COMPENSATION AND EXPENSES**

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## **8.1 No Compensation**

Neither party shall receive compensation for participation in evaluation process.

## **8.2 Expense Responsibility**

Each party bears its own expenses related to evaluation activities.

## **8.3 Reimbursement**

Company may request reimbursement for extraordinary expenses incurred to accommodate evaluation requests.

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# **9. LIMITATION OF LIABILITY**

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## **9.1 Liability Limitation**

EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

## **9.2 Confidentiality Exception**

The liability limitation does not apply to breaches of confidentiality obligations, for which full damages and equitable relief are available.

## **9.3 Maximum Liability**

Except for confidentiality breaches, each party's maximum liability is limited to \$100,000.

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# **10. DISPUTE RESOLUTION**

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## **10.1 Negotiation**

Parties shall attempt to resolve disputes through good faith negotiation for thirty (30) days.

## **10.2 Mediation**

If negotiation fails, disputes shall be submitted to binding mediation under JAMS rules.

## **10.3 Arbitration**

If mediation fails, disputes shall be resolved through binding arbitration in Delaware under JAMS rules.

## **10.4 Injunctive Relief**

Either party may seek injunctive relief in court for breaches of confidentiality or intellectual property provisions.

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# **11. GENERAL PROVISIONS**

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## **11.1 Governing Law**

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

## **11.2 Entire Agreement**

This Agreement constitutes the complete agreement regarding evaluation and supersedes all prior agreements.

## **11.3 Amendment**

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

## **11.4 Severability**

Invalid provisions do not affect validity of remaining Agreement.

## 11.5 Assignment

Not assignable without prior written consent of both parties.

## 11.6 Counterparts

May be executed in counterparts, including electronic signatures.

## 11.7 Notices

All notices must be in writing and delivered by certified mail, overnight courier, or email with confirmation.

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# SIGNATURES

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### DIGITAL DYNAMICS AI

By: \_\_\_\_\_

**Name:** *Chris Paradise*

**Title:** *CEO/Owner*

**Date:** \_\_\_\_\_

[EVALUATOR NAME]

By: \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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### 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](mailto:chris@ddiai.io)

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## LEGAL NOTICE

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

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*This document governs access to highly confidential and proprietary information. Unauthorized use or disclosure is strictly prohibited and may result in legal action.*

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