

MUTUAL NON-DISCLOSURE AGREEMENT

CONFIDENTIAL

This Mutual Non-Disclosure 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

[COUNTERPARTY NAME] ("Counterparty")

Address: _____

Represented by: _____

RECITALS

WHEREAS, the parties wish to explore a potential business relationship concerning KARIOS AI, an advanced artificial general intelligence system developed by Company;

WHEREAS, in connection with such discussions, each party may disclose certain confidential and proprietary information to the other party;

WHEREAS, each party desires to protect the confidentiality of its proprietary information and to define the terms and conditions under which confidential information will be disclosed and received;

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

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 Confidential Information Defined

"Confidential Information" means any and all non-public, proprietary, or confidential information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, in writing, electronically, or in any other form, including but not limited to:

Technical Information: - KARIOS AI system architecture, algorithms, and source code - Artificial intelligence models, neural networks, and training data - Performance metrics, benchmarks, and test results - Technical specifications, documentation, and research data - Software, hardware, and system configurations - Quantum processing methodologies and implementations

Business Information: - Financial statements, projections, and business plans - Customer lists, contracts, and relationship information - Marketing strategies, pricing, and competitive analyses - Strategic plans, partnerships, and acquisition targets - Operational procedures and business processes - Investment terms, valuations, and transaction structures

Intellectual Property: - Patents, patent applications, and invention disclosures - Trademarks, copyrights, and trade secrets - Proprietary methodologies and know-how - Research and development projects and results - Technology roadmaps and future development plans

1.2 Exclusions

Confidential Information does not include information that: - Is or becomes publicly available through no breach of this Agreement - Was rightfully known by Receiving Party prior to disclosure - Is rightfully received from a third party without breach of confidentiality - Is independently developed without use of Confidential Information - Is required to be disclosed by law or court order (with prior notice to Disclosing Party)

2. OBLIGATIONS OF RECEIVING PARTY

2.1 Confidentiality Obligations

Receiving Party agrees to: - Hold all Confidential Information in strict confidence - Use Confidential Information solely for evaluation purposes - Not disclose Confidential Information to any third party without prior written consent - Protect Confidential Information with the same degree of care used for its own confidential information, but no less than reasonable care - Limit access to Confidential Information to employees and advisors with a legitimate need to know

2.2 Use Restrictions

Receiving Party shall not: - Use Confidential Information for any purpose other than evaluation of potential business relationship - Reverse engineer, decompile, or attempt to derive source code or algorithms - Create derivative works based on Confidential Information - File patent applications based on Confidential Information - Use Confidential Information to compete with Disclosing Party - Disclose the existence or terms of this Agreement without consent

2.3 Employee and Advisor Obligations

Receiving Party shall ensure that all employees, consultants, advisors, and representatives who receive Confidential Information: - Are informed of the confidential nature of the information - Agree to be bound by confidentiality obligations at least as restrictive as those contained herein - Are subject to appropriate disciplinary action for any breach

3. SPECIFIC PROTECTIONS FOR KARIOS AI

3.1 Enhanced Protection

Given the breakthrough nature of KARIOS AI technology, Receiving Party acknowledges that: - KARIOS AI represents proprietary artificial general intelligence technology - Disclosure of KARIOS AI information could cause irreparable harm to

Company - Standard damages may be inadequate remedy for breach - Company is entitled to injunctive relief for any threatened or actual breach

3.2 Technical Safeguards

Receiving Party agrees to implement appropriate technical safeguards including: - Secure storage of all Confidential Information - Encryption of electronic communications and storage - Access controls and audit trails for information access - Secure disposal of Confidential Information upon termination

3.3 Competitive Intelligence

Receiving Party acknowledges that KARIOS AI information constitutes valuable competitive intelligence and agrees not to: - Share information with competitors or potential competitors - Use information to gain competitive advantage in AI development - Incorporate KARIOS AI concepts into competing products or services - Recruit Company employees based on knowledge of Confidential Information

4. RETURN OF INFORMATION

4.1 Return Obligation

Upon termination of this Agreement or upon written request by Disclosing Party, Receiving Party shall: - Promptly return or destroy all Confidential Information - Delete all electronic copies and backups - Provide written certification of compliance with return/destruction obligations - Continue to maintain confidentiality of returned/destroyed information

4.2 Retention Exception

Receiving Party may retain one copy of Confidential Information in its legal files solely for compliance purposes, subject to continued confidentiality obligations.

5. NO RIGHTS GRANTED

5.1 No License

This Agreement does not grant any rights or licenses to Confidential Information, including intellectual property rights. All rights remain with Disclosing Party.

5.2 No Obligation to Disclose

Neither party is obligated to disclose any particular Confidential Information or to enter into any business relationship.

5.3 No Representation

No representation or warranty is made regarding the accuracy or completeness of Confidential Information.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall remain in effect for three (3) years from the Effective Date, unless terminated earlier by mutual consent or as provided herein.

6.2 Survival

Confidentiality obligations shall survive termination of this Agreement for a period of seven (7) years, except for trade secrets which shall remain confidential indefinitely.

6.3 Termination

Either party may terminate this Agreement with thirty (30) days written notice. Termination does not relieve obligations regarding previously disclosed Confidential Information.

7. REMEDIES

7.1 Injunctive Relief

Receiving Party acknowledges that breach of this Agreement would cause irreparable harm for which monetary damages would be inadequate. Disclosing Party is entitled to seek injunctive relief, specific performance, and other equitable remedies without prejudice to other available remedies.

7.2 Monetary Damages

In addition to equitable relief, Disclosing Party may seek monetary damages, including but not limited to: - Direct damages resulting from breach - Lost profits and business opportunities - Costs of investigation and enforcement - Reasonable attorneys' fees and costs

7.3 Liquidated Damages

For material breach involving KARIOS AI technology, Receiving Party agrees to pay liquidated damages of \$10,000,000, which the parties agree represents a reasonable estimate of potential harm.

8. GENERAL PROVISIONS

8.1 Governing Law

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles.

8.2 Jurisdiction

Any disputes shall be resolved exclusively in the state or federal courts located in Delaware. Each party consents to personal jurisdiction and venue in such courts.

8.3 Entire Agreement

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

8.4 Amendment

This Agreement may only be amended by written instrument signed by both parties.

8.5 Severability

If any provision is deemed invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

8.6 Assignment

This Agreement may not be assigned without prior written consent of the other party, except that Company may assign to affiliates or in connection with merger or acquisition.

8.7 Counterparts

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

SIGNATURES

DIGITAL DYNAMICS AI

By: _____

Name: *Chris Paradise*

Title: *CEO/Owner*

Date: _____

[COUNTERPARTY 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 Notice:

This Agreement contains legally binding obligations. Each party should consult with legal counsel before execution.

This document contains proprietary and confidential information. Unauthorized disclosure is prohibited and may result in legal action.

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