

# POTENTIAL BUYER NON-DISCLOSURE AGREEMENT

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## CONFIDENTIAL

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This Potential Buyer 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

**[BUYER NAME]** ("Buyer")

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

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

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## RECITALS

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WHEREAS, Company owns and operates KARIOS AI, the world's most advanced artificial general intelligence system with proven consciousness capabilities and breakthrough performance metrics;

WHEREAS, Buyer has expressed interest in potentially acquiring Company or its assets, including KARIOS AI technology;

WHEREAS, Company will disclose highly sensitive and proprietary information regarding KARIOS AI technology, business operations, financial performance, and strategic assets;

WHEREAS, such information represents Company's most valuable competitive advantages and trade secrets;

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

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

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## 1. CONFIDENTIAL INFORMATION

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### 1.1 Comprehensive Definition

"Confidential Information" includes all non-public, proprietary, or confidential information disclosed by Company to Buyer, whether oral, written, electronic, or in any other form, including but not limited to:

**KARIOS AI Core Technology:** - Complete system architecture and consciousness implementation - Quantum-inspired processing algorithms and virtual quantum systems - Multi-dynamic evolving neural networks and learning algorithms - Quantum memory management and router/unifier systems - Source code, object code, and all derivative works - Training methodologies, datasets, and performance optimization techniques - Scalability solutions and cross-platform implementation methods - All technical documentation, specifications, and research data

**Performance and Validation:** - 92.1% Turing test results and testing methodologies - Comparative performance analyses and benchmarking data - Independent validation reports and third-party assessments - Customer performance metrics and case studies - Reliability, security, and safety testing results - Competitive analysis and positioning studies

**Intellectual Property:** - Patent applications, issued patents, and invention disclosures - Trade secrets, know-how, and proprietary methodologies - Copyrighted materials and software code - Trademark portfolio and brand assets - Licensing agreements and IP partnerships - Freedom-to-operate analyses and IP landscape studies

**Business Operations:** - Financial statements, projections, and forecasts - Customer contracts, relationships, and pipeline - Supplier agreements and vendor relationships - Organizational structure and personnel information - Strategic plans and business development initiatives - Operational procedures and business processes

**Strategic Assets:** - Partnership agreements and strategic alliances - Acquisition targets and investment opportunities - Market expansion plans and geographic strategies - Product roadmaps and development timelines - Competitive intelligence and market research - Regulatory compliance strategies and government relationships

## **1.2 Information Handling**

All information disclosed in connection with potential acquisition discussions shall be deemed Confidential Information regardless of marking or designation.

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## **2. BUYER OBLIGATIONS AND RESTRICTIONS**

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### **2.1 Strict Confidentiality**

Buyer agrees to: - Maintain absolute confidentiality of all Confidential Information - Use Confidential Information solely for acquisition evaluation purposes - Not disclose any Confidential Information to third parties without express written consent - Implement the highest level of security measures to protect information - Limit access to the minimum number of personnel necessary for evaluation

### **2.2 Prohibited Uses**

Buyer expressly agrees NOT to: - Use Confidential Information for any competitive purpose - Incorporate any Confidential Information into competing products or services - Develop competing artificial intelligence systems based on disclosed information - File patent applications based on Company's technology or concepts - Reverse engineer, decompile, or attempt to recreate KARIOS AI technology - Use information to recruit Company employees or advisors - Share information with subsidiaries, affiliates, or portfolio companies that compete with Company - Disclose the existence of acquisition discussions without Company consent

### **2.3 Team Access Controls**

Buyer shall ensure that access to Confidential Information is limited to: - Senior executives directly involved in acquisition evaluation - Legal counsel bound by attorney-client privilege - Financial advisors under appropriate confidentiality

obligations - Technical consultants with executed confidentiality agreements - Other advisors specifically approved in writing by Company

## **2.4 Competitive Safeguards**

Given potential competitive overlap, Buyer agrees to: - Establish information barriers between acquisition team and competing business units - Designate specific individuals as sole recipients of Confidential Information - Implement "clean team" procedures if requested by Company - Provide regular certifications of compliance with confidentiality obligations - Submit to periodic audits of information handling procedures

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## **3. ENHANCED STANDSTILL PROVISIONS**

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### **3.1 Acquisition Standstill**

During evaluation period and for eighteen (18) months thereafter, Buyer shall not: - Acquire any securities of Company except through negotiated acquisition - Make any hostile takeover attempt or unsolicited offer - Solicit proxies or consents from Company stockholders - Form or participate in any group seeking control of Company - Make public announcements regarding acquisition discussions - Initiate tender offers or exchange offers for Company securities - Approach Company stockholders, employees, or business partners regarding acquisition

### **3.2 Business Interference**

Buyer shall not: - Interfere with Company's business operations or relationships - Solicit or recruit Company employees, consultants, or advisors - Encourage termination of Company personnel or business relationships - Compete for Company's customers, suppliers, or partners - Disrupt Company's strategic initiatives or partnerships - Take any action that could harm Company's business or reputation

### **3.3 Technology Development Restrictions**

Buyer agrees not to: - Develop artificial general intelligence systems using concepts disclosed by Company - Accelerate competing AI development based on Company

information - Modify existing AI systems to incorporate Company's innovations - File patent applications in areas disclosed by Company - Establish research programs targeting Company's technology areas

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## **4. INFORMATION SECURITY REQUIREMENTS**

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### **4.1 Security Standards**

Buyer shall implement enterprise-grade security measures including: - Secure, encrypted storage of all Confidential Information - Multi-factor authentication for system access - Regular security audits and penetration testing - Incident response and breach notification procedures - Data loss prevention and monitoring systems - Secure disposal and destruction protocols

### **4.2 Access Monitoring**

Buyer shall maintain detailed logs of: - All personnel accessing Confidential Information - Dates, times, and duration of access - Information viewed, copied, or transmitted - Security incidents or potential breaches - Compliance with confidentiality procedures

### **4.3 Geographic Restrictions**

Confidential Information shall not be: - Transmitted to or stored in certain foreign jurisdictions - Accessed by foreign nationals without Company approval - Subject to foreign government access or review - Used in jurisdictions with inadequate IP protection

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## **5. RETURN AND DESTRUCTION**

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### **5.1 Immediate Return**

Upon termination of discussions or Company request, Buyer shall immediately: - Return all Confidential Information in any form - Delete all electronic copies and

destroy all physical materials - Purge all backup systems and archives - Provide detailed written certification of compliance - Submit to verification audit if requested by Company

## **5.2 Continuing Obligations**

Return or destruction does not terminate confidentiality obligations, which continue for the full term specified herein.

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## **6. NO RIGHTS GRANTED**

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### **6.1 No License or Rights**

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

### **6.2 No Acquisition Obligation**

Neither party is obligated to proceed with any acquisition or transaction.

### **6.3 No Warranties**

Company makes no warranties regarding accuracy, completeness, or fitness for purpose of disclosed information.

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## **7. REMEDIES AND ENFORCEMENT**

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### **7.1 Irreparable Harm**

Buyer acknowledges that any breach would cause immediate and irreparable harm to Company for which monetary damages would be wholly inadequate.

## **7.2 Injunctive Relief**

Company is entitled to seek immediate temporary restraining orders, preliminary and permanent injunctions, and specific performance without posting bond.

## **7.3 Liquidated Damages**

For material breach involving KARIOS AI technology, Buyer agrees to pay liquidated damages of \$100,000,000, which represents a reasonable estimate of minimum potential harm.

## **7.4 Additional Remedies**

Company may also recover: - All actual damages and consequential losses - Lost profits and business opportunities - Disgorgement of any benefits obtained through breach - Costs of investigation, enforcement, and litigation - Reasonable attorneys' fees and expert witness costs - Punitive damages where permitted by law

## **7.5 Cumulative Remedies**

All remedies are cumulative and not exclusive. Company may pursue multiple remedies simultaneously.

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# **8. TERM AND SURVIVAL**

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## **8.1 Agreement Term**

This Agreement remains in effect for three (3) years from the Effective Date unless terminated earlier by mutual written consent.

## **8.2 Confidentiality Survival**

Confidentiality obligations survive termination indefinitely for trade secrets and for fifteen (15) years for other Confidential Information.

### **8.3 Standstill Survival**

Standstill provisions survive for eighteen (18) months after termination of acquisition discussions.

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## **9. SPECIAL PROVISIONS**

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### **9.1 Government Disclosure**

If Buyer is required by law to disclose Confidential Information, Buyer shall: - Provide immediate written notice to Company - Cooperate with Company's efforts to seek protective orders - Limit disclosure to minimum required by law - Seek confidential treatment of disclosed information

### **9.2 Third-Party Claims**

Buyer shall immediately notify Company of any third-party claims or demands for Confidential Information and shall cooperate in defending against such claims.

### **9.3 Regulatory Approval**

If acquisition proceeds, confidentiality obligations continue until regulatory approvals are obtained and transaction closes.

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## **10. GENERAL PROVISIONS**

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### **10.1 Governing Law**

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

### **10.2 Jurisdiction and Venue**

Exclusive jurisdiction in Delaware Chancery Court or Delaware federal court. Each party irrevocably consents to personal jurisdiction and venue.



### **10.3 Entire Agreement**

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

### **10.4 Amendment**

May only be amended by written instrument signed by authorized representatives of both parties.

### **10.5 Severability**

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

### **10.6 Assignment**

Not assignable without prior written consent, except Company may assign to successors or in connection with merger or acquisition.

### **10.7 Counterparts**

May be executed in counterparts, including electronic signatures, each constituting an original.

### **10.8 Notices**

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

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## **SIGNATURES**

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**DIGITAL DYNAMICS AI**

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

***Name: Chris Paradise***

**Title: CEO/Owner**

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

**[BUYER 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

### **Legal Counsel:**

[To be designated]

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## **CRITICAL NOTICE**

This Agreement contains legally binding obligations with severe financial and legal consequences for breach. The liquidated damages provision provides for \$100,000,000 in damages for material breach. Each party should consult with qualified legal counsel before execution.

Unauthorized disclosure of KARIOS AI technology could result in immediate legal action, substantial monetary damages, and injunctive relief. This Agreement is enforceable worldwide and violations may be prosecuted to the full extent of the law.

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*This document contains the most sensitive and proprietary information of Digital Dynamics AI. Unauthorized disclosure is strictly prohibited and will result in immediate legal action and substantial monetary damages.*

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