

Mutual Non-Disclosure Agreement

Protecting Confidential Information of Barbed Technology and Counterparty

Dated as of: _____, 2026

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into by and between Barbed Technology ("Company"), a sole proprietorship with its principal place of business at support@barbedtechnology.com, and the undersigned counterparty ("Counterparty"). Company and Counterparty may each be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties wish to explore a potential business relationship (the "Purpose"); and

WHEREAS, in connection with the Purpose, one Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") certain proprietary and confidential information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all information, technical data, or know-how, including but not limited to research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, business strategies, business plans, and other business or technical information disclosed by or on behalf of the Disclosing Party (or its affiliates, employees, or representatives) to the Receiving Party (or its employees or representatives), whether in written, oral, electronic, graphic, machine-readable, or any other form.

1.1 All information disclosed by Company shall be presumed to be Confidential Information. The Receiving Party bears the burden of proving that any specific information disclosed by Company is not Confidential Information.

1.2 Confidential Information of Company includes, without limitation:

- (a) All source code, object code, algorithms, architectures, AI agent configurations, deployment scripts, training data, model weights, prompts, and system designs;
- (b) All client lists, leads, contracts, pricing, and business relationships;
- (c) All financial records, revenue data, projections, and valuation information;
- (d) All proprietary methodologies, frameworks, templates, and operational processes;
- (e) All internal communications, meeting notes, strategic plans, and board materials;
- (f) All security protocols, access keys, credentials, and infrastructure details;
- (g) Any information marked as "Confidential" or "Proprietary" at the time of disclosure;
- (h) Any information that, by its nature or context, a reasonable person would understand to be confidential.

- 1.3 Exclusions. Confidential Information does not include information that:
- (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party;
 - (b) was rightfully in the Receiving Party's possession prior to disclosure, as demonstrated by written records;
 - (c) is rightfully received by the Receiving Party from a third party without restriction and without breach of any confidentiality obligation;
 - (d) is independently developed by the Receiving Party without any use of or reference to the Disclosing Party's Confidential Information, as demonstrated by written records.

The Receiving Party shall bear the burden of proving any exclusion applies, and any information claimed to fall within an exclusion must be identified and proven with specificity within 10 days of disclosure.

2. CONFIDENTIALITY OBLIGATIONS

2.1 Non-Disclosure and Non-Use. The Receiving Party agrees to:

- (a) Hold all Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third party without the Disclosing Party's prior written consent;
- (c) Not use Confidential Information for any purpose other than the Purpose;
- (d) Not reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying structure of any Confidential Information;
- (e) Not copy, reproduce, or replicate Confidential Information except to the minimum extent necessary for the Purpose.

2.2 Limitation on Access. The Receiving Party shall restrict access to Confidential Information to those of its employees and representatives who:

- (a) Have a genuine need to know such information for the Purpose;
- (b) Are bound by written confidentiality obligations at least as restrictive as those contained herein;
- (c) Have been informed of the confidential nature of such information.

2.3 Standard of Care. The Receiving Party shall protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential information of like nature, but in no event less than a reasonable standard of care.

2.4 Notification of Breach. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any unauthorized disclosure, access, or use of Confidential Information and shall cooperate with the Disclosing Party to mitigate the harm.

3. NON-SOLICITATION AND NON-COMPETITION

3.1 Non-Solicitation of Employees. For a period of two (2) years following the disclosure of any Confidential Information under this Agreement, the Receiving Party shall not, directly or indirectly, solicit, recruit, induce, or encourage any employee or contractor of the Disclosing Party to terminate their relationship with the Disclosing Party, nor shall the Receiving Party hire any such person.

3.2 Non-Solicitation of Clients. For a period of two (2) years following the disclosure of any Confidential Information under this Agreement, the Receiving Party shall not, directly or indirectly, solicit, induce, or encourage any client, customer, or business partner of the Disclosing Party to reduce, terminate, or alter their business relationship with the Disclosing Party.

3.3 Non-Competition. During the term of this Agreement and for one (1) year thereafter, the Receiving Party shall not,

directly or indirectly, engage in any business that is competitive with the Disclosing Party's business within any geographic market where the Disclosing Party operates.

4. COMPULSORY DISCLOSURE

If the Receiving Party is required by applicable law, regulation, or court order to disclose any Confidential Information, the Receiving Party shall:

- (a) Promptly notify the Disclosing Party in writing (at least five (5) business days before disclosure, where practicable);
- (b) Cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy;
- (c) Disclose only the minimum information required by law;
- (d) Use reasonable efforts to obtain confidential treatment for any information so disclosed.

The Receiving Party shall bear all costs associated with any compulsory disclosure that could have been avoided through prompt notification and cooperation.

5. RETURN OR DESTRUCTION OF MATERIALS

5.1 Upon the Disclosing Party's request, the Receiving Party shall promptly (within ten (10) business days):

- (a) Return or destroy all Confidential Information in tangible form, including all copies, extracts, summaries, notes, and derivative materials;
- (b) Permanently delete all electronic copies of Confidential Information from all systems, servers, devices, and cloud storage under the Receiving Party's control;
- (c) Certify in writing, signed by an authorized officer, that such return or destruction has been completed.

5.2 The Receiving Party may retain one (1) archival copy of Confidential Information solely for legal compliance purposes, provided such copy remains subject to this Agreement in perpetuity.

5.3 Any Confidential Information that is not returned or destroyed shall remain subject to the terms of this Agreement in perpetuity.

6. NO LICENSE OR RIGHTS

Nothing in this Agreement grants the Receiving Party any license, right, title, or interest in or to any Confidential Information or intellectual property of the Disclosing Party. All Confidential Information remains the sole and exclusive property of the Disclosing Party. No license or right is granted by implication, estoppel, or otherwise.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

7.2 Each Party represents that it shall not disclose any information that would violate any applicable law, regulation, or third-party agreement.

7.3 THE DISCLOSING PARTY PROVIDES CONFIDENTIAL INFORMATION "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. REMEDIES

8.1 Irreparable Harm. The Parties acknowledge that a breach of this Agreement would cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies without the necessity of posting bond or proving actual damages.

8.2 Liquidated Damages. In addition to any other remedies available at law or in equity, if the Receiving Party breaches any provision of this Agreement, the Receiving Party shall pay the Disclosing Party liquidated damages in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per breach. The Parties agree that this amount is a reasonable estimate of the damages that would be incurred given the difficulty of precisely calculating actual damages and does not constitute a penalty.

8.3 Legal Fees. The prevailing Party in any action arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees, costs, and expenses.

8.4 Cumulative Remedies. All remedies available to the Disclosing Party under this Agreement or at law or equity shall be cumulative and not exclusive.

9. INDEMNIFICATION

The Receiving Party agrees to indemnify, defend, and hold harmless the Disclosing Party and its affiliates, officers, directors, employees, agents, and representatives from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Any breach of this Agreement by the Receiving Party;
- (b) Any unauthorized disclosure, access, or use of Confidential Information by the Receiving Party or any person to whom the Receiving Party disclosed or permitted access to Confidential Information;
- (c) Any violation of applicable law by the Receiving Party in connection with the handling of Confidential Information;
- (d) The Receiving Party's gross negligence, willful misconduct, or fraud.

10. TERM AND SURVIVAL

10.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (the "Term"). Notwithstanding the foregoing, Confidential Information disclosed during the Term shall remain protected under

this Agreement for a period of ten (10) years from the date of disclosure (the "Protection Period"). For Confidential Information constituting trade secrets under applicable law, the Protection Period shall be perpetual.

10.2 Survival. The obligations set forth in Sections 1 (Definition of Confidential Information), 2 (Confidentiality Obligations), 3 (Non-Solicitation), 5 (Return of Materials), 6 (No License), 8 (Remedies), 9 (Indemnification), and 12 (General Provisions) shall survive termination or expiration of this Agreement for the duration of the Protection Period.

11. EXPORT CONTROL AND COMPLIANCE

The Receiving Party agrees to comply with all applicable export control laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). The Receiving Party shall not export, re-export, or transfer any Confidential Information in violation of such laws. The Receiving Party agrees to defend, indemnify, and hold harmless the Disclosing Party from any violation of this Section.

12. GENERAL PROVISIONS

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles, except that the Uniform Computer Information Transactions Act (UCITA) shall not apply.

12.2 Jurisdiction and Venue. Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Wilmington, Delaware. Each Party hereby consents to the personal jurisdiction of such courts.

12.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

12.4 Amendments. No amendment, modification, or waiver of any provision shall be effective unless in writing and signed by both Parties. No waiver of any breach shall constitute a waiver of any other breach.

12.5 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be reformed to the minimum extent necessary to make it enforceable.

12.6 No Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, without the other Party's prior written consent. Any attempted assignment in violation of this Section shall be null and void.

12.7 Force Majeure. Neither Party shall be liable for delays caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, government actions, or infrastructure failures.

12.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns. Nothing herein confers any right or remedy upon any third party.

12.9 Relationship. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

12.10 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

12.11 Notice. All notices shall be in writing and sent to the email addresses provided by each Party, with confirmation of delivery.

12.12 Interpretation. Section headings are for convenience only and shall not affect interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement and no rule of construction against the drafter shall

apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BARBED TECHNOLOGY

Company

Signature

Date

[COUNTERPARTY NAME]

Counterparty

Signature

Date