
Mutual Non-Disclosure and Confidentiality Agreement

This Agreement is entered into on _____ (the “**Effective Date**”) by and between Cableteque Corp. (“**Cableteque**”), with a principal place of business at 5405 Production Dr., Huntington Beach, CA 92649, and _____, with a principal place of business at _____, (“**Counterparty**”). Cableteque and Counterparty are each referred to individually as a “**Party**” and collectively as the “**Parties**”.

“**Affiliate**” means any present or future company that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. Each Party may disclose Confidential Information belonging to its Affiliates and may permit its Affiliates to receive Confidential Information for the Authorized Purpose, provided that such Party shall remain responsible for its Affiliates’ compliance with this Agreement. Confidential Information of an Affiliate shall be treated as Confidential Information of the applicable Disclosing Party.

1. PURPOSE

The Parties wish to explore the Parties’ respective products, ideas, software, services, related technologies, and/or a possible business relationship or collaboration between the Parties (the “**Authorized Purpose**”). In connection with the Authorized Purpose, each Party may disclose (as the “**Disclosing Party**”) Confidential Information (defined below) to the other Party (as the “**Receiving Party**”).

2. CONFIDENTIAL INFORMATION

“**Confidential Information**” means confidential or proprietary information or material, trade secrets, intellectual property, computer programs, data, specifications, formulas, databases, software, algorithms, schematics, circuit designs, cell libraries, know-how, technology, inventions, research, financial and accounting information, customer and supplier lists, business plans, product development plans, marketing plans, projections, company employees and/or company-hired consultants, affiliates, and other matters which are not public, and which the Disclosing Party identifies as confidential by marking the document “Confidential” or “Proprietary,” or which reasonably may be considered confidential. Confidential Information also includes the existence of this Agreement and the fact that discussions are taking place between the Parties.

Confidential Information does not include information that:

(a) becomes available to the Receiving Party on a non-confidential basis from a third party not known by the Receiving Party to be breaching a confidentiality obligation to the Disclosing Party;

(b) becomes publicly available other than through the fault or negligence of the Receiving Party or its Representatives;

(c) the Receiving Party can show by documentary evidence was already known to it at the time of disclosure;

(d) the Receiving Party can show by documentary evidence was independently developed by the Receiving Party or its Representatives without use of or reference to the Disclosing Party's Confidential Information; or

(e) the Receiving Party is required by law, regulation, or court order to disclose, provided the Receiving Party has, to the extent legally permissible, notified the Disclosing Party promptly in writing and provided the Disclosing Party a reasonable opportunity to seek a protective order or appropriate safeguards.

The burden of proof that disclosed information falls within one of the foregoing exceptions rests on the Receiving Party.

Failure to label information does not alter or diminish its classification as Confidential Information under this Agreement, without limiting the Disclosing Party's obligations under Section 11.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall: (a) keep Confidential Information strictly confidential and not disclose it to any third party or use it for any purpose other than the Authorized Purpose; and (b) use all reasonable efforts to prevent unauthorized use or disclosure of Confidential Information by its Representatives.

The Receiving Party may disclose Confidential Information only to its employees, officers, directors, contractors, consultants, affiliates, legal counsel, accountants, financial advisors, hosting providers, cloud service providers, and other service providers (collectively, "**Representatives**") who have a need to know for the Authorized Purpose, provided such Representatives are bound by obligations of confidentiality no less restrictive than those in this Agreement.

The Receiving Party agrees to use the same degree of care it uses to protect its own confidential information of similar importance, but in no event less than a reasonable degree of care, to prevent the unauthorized use, disclosure, or dissemination of Confidential Information.

Unless otherwise required by law, a Party will not, without the other Party's prior written consent, disclose to any third party that negotiations or discussions are taking place between the Parties or that Confidential Information has been shared between the Parties.

4. RETURN AND DESTRUCTION

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, together with all copies, reproductions, extracts, and notes. Upon written request, the Receiving Party will provide written confirmation that the Confidential Information has been returned or destroyed. Notwithstanding the foregoing, the Receiving Party may retain copies that are: (i) required by applicable law, regulation, legal hold, or bona fide record-keeping policies; or (ii) maintained in automatic backup, archival, or disaster recovery systems in accordance with general system policies, provided that any such retained copies remain subject to the confidentiality obligations of this Agreement and are not accessed except as required for legal, compliance, security, or disaster recovery purposes.

5. NO LICENSE OR INTELLECTUAL PROPERTY RIGHTS

All Confidential Information remains the property of the Disclosing Party. This Agreement does not grant or convey any license or ownership interest under any patent, copyright, or other intellectual property right, nor does it establish any obligation to enter into any commercial agreement or business relationship with the other Party. Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or other right under any intellectual property right of the Disclosing Party.

6. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION TO THE RECEIVING PARTY, BUT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE. THE DISCLOSING PARTY WILL NOT BE LIABLE FOR DAMAGES ARISING FROM THE RECEIVING PARTY'S USE OF OR RELIANCE ON INFORMATION DISCLOSED UNDER THIS AGREEMENT.

7. INDEPENDENT DEVELOPMENT

Nothing in this Agreement shall be construed to restrict either Party from independently developing, acquiring, licensing, marketing, or providing products, services, ideas, concepts, systems, processes, or technologies that are similar to or competitive with those of the other Party, provided that such Party does not use or disclose the other Party's Confidential Information in violation of this Agreement. The Disclosing Party acknowledges that the Receiving Party may currently be developing, or may in the future develop or receive from third

parties, information similar to the Confidential Information, and nothing herein shall be construed to limit such development.

8. ARTIFICIAL INTELLIGENCE SYSTEMS

The Receiving Party shall not submit, upload, or otherwise disclose Confidential Information to any public, consumer, or other generally accessible artificial intelligence, machine learning, large language model, or similar system, including any such system that (i) is accessible to third parties, or (ii) may use Confidential Information to train, fine-tune, benchmark, or improve models for the benefit of third parties.

The Receiving Party may process Confidential Information using an AI System that is operated in a private environment, in an enterprise-controlled environment, or as a managed or hosted AI service approved by the Receiving Party for the processing of confidential information, provided in each case that:

- (a) access to the AI System, and to Confidential Information processed by it, is restricted to authorized users of the Receiving Party and to Representatives who have a need to know for the Authorized Purpose;
- (b) the provider of the AI System is bound by written confidentiality and data-use restrictions no less protective than those set out in this Agreement and may use Confidential Information only as necessary to provide, secure, maintain, or support the applicable service, and not for any unrelated purpose or for the benefit of any third party; and
- (c) Confidential Information is not used to train, fine-tune, benchmark, or improve any artificial intelligence or machine-learning model, except with the Disclosing Party's prior written consent.

For the avoidance of doubt, use of a managed or hosted enterprise AI service that satisfies the conditions of this Section is permitted notwithstanding that the service is operated by a third-party provider, and the Receiving Party remains responsible for the acts and omissions of any such provider with respect to Confidential Information as if they were its own.

An “**AI System**” means any technology that can make decisions, generate predictions, or produce new content, including predictive AI, generative AI, and large language models.

9. REVERSE ENGINEERING

The Receiving Party agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of any software, technology, or other materials disclosed as Confidential Information under this Agreement.

10. TERM AND SURVIVAL

This Agreement is effective as of the Effective Date and shall remain in effect for an initial period of five (5) years. It shall automatically renew for successive one-year periods unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days before the end of the then-current term. Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party.

The confidentiality obligations of this Agreement shall survive any expiration or termination: (a) for three (3) years following expiration or termination with respect to Confidential Information that does not constitute a trade secret under applicable law; and (b) for so long as the relevant information qualifies as a trade secret under applicable law.

11. EXPORT CONTROLS

No Confidential Information will be exported to any country in violation of the export laws and regulations of the United States government. The Disclosing Party shall provide the necessary export control classification information for any Confidential Information it discloses. If any information to be disclosed is subject to U.S. Government security regulations, including without limitation the International Traffic in Arms Regulations (ITAR), the Disclosing Party shall identify such information as controlled prior to disclosure, and the Receiving Party agrees not to export such information from the United States without first complying with all applicable U.S. laws and regulations.

12. COSTS

Each Party shall bear its own costs incurred under or in connection with this Agreement.

13. ASSIGNMENT

Except as provided below, neither Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to an Affiliate or in connection with a merger, reorganization, change of control, or sale of all or substantially all of the assets or business to which this Agreement relates, provided that the assignee assumes the assigning Party's obligations under this Agreement.

14. GENERAL

This is the entire Agreement between the Parties relating to the Confidential Information, superseding any prior or contemporaneous written or oral agreements thereon, and may not be

amended except by a written agreement signed by authorized representatives of both Parties. The Disclosing Party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent violation of obligations hereunder, without the requirement to post a bond or other security.

Where the Parties have entered into an executed end user license agreement, master services agreement, or other governing commercial agreement, this Agreement will be governed by the same governing law, and will be subject to the same venue and dispute-resolution provisions, as that agreement. Where no such executed agreement is in effect between the Parties, this Agreement will be governed by the laws of the State of California, without regard to choice of law rules, and the Parties agree to be subject to the jurisdiction of the courts of California and the federal courts located therein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For <u>Cableteque Corp.</u>	For Counterparty_____
<i>Signature</i>	<i>Signature</i>
Name: Arik Vrobel	Name:
Title: CEO	Title:
Date:	Date: