

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into this 18th day of March 2025 by and between _____, a _____ company with its principal place of business at _____ ("Company") and UNDERDEFENSE, LLC, a Wyoming company with its principal place of business at 1712 Pioneer Ave. Suite 101, Cheyenne, Wyoming 82001 is sometimes hereinafter individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the Parties desire to exchange information for the purposes of exploring a basis for a possible business relationship or transaction; and

WHEREAS, such business arrangements and/or contractual relationships may involve the disclosure of customer, financial, proprietary, competitively sensitive, and/or market sensitive information and/or contain trade secrets of the respective Parties;

WHEREAS, the Parties wish to define their rights and obligations with respect to such information.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Confidential Information. In furtherance of this Agreement, either Party (the "Discloser") may at its option make available to the other Party (the "Recipient") confidential information (including proprietary information) related to its business (including that of its affiliates and parent), including, but not limited to, know-how, trade secrets, methodologies, algorithms, customer lists, business volumes, financial information, software, computer code, source code, designs, technology, product development plans, marketing and business strategy plans, pricing information and strategic alliance information ("Confidential Information"). As used in this Agreement, the term Confidential Information shall include all written and oral information and data, regardless of the form in which it is communicated, furnished, disclosed, or transmitted to the Recipient, that contains or otherwise reflects any Confidential Information provided such information is marked or otherwise identified as Confidential Information at the time of disclosure or would be reasonably understood to be confidential due to the nature of the information or the manner in which it was disclosed. Confidential Information shall not include any information that the Recipient can evidence by its written records:

- (a) is or becomes publicly known through no wrongful act or failure to act on the part of the Recipient;
- (b) is known by the Recipient without any proprietary restrictions at the time of receipt of such information from the Discloser or becomes known to the Recipient without proprietary restrictions from a source other than the Discloser;
- (b) is independently developed by the Recipient without use of or reference to the Confidential Information disclosed by the Discloser; or
- (d) is required to be disclosed by the Recipient to comply with applicable laws or regulations or judicial order, provided that the Recipient complies with Section 5 below.

2. Degree of Care. The Recipient agrees to receive the Confidential Information in confidence and to safeguard the Confidential Information with the same degree of care as is used by the Recipient to protect its own confidential information of a similar nature, but in no event shall the Recipient use less than a reasonable degree of care.

3. Disclosure to Employees. The Recipient further agrees to disclose the Confidential Information only to its directors, officers, and employees, representatives, consultants, and agents who

have a need to know for the purposes of this Agreement, and who are informed by the Recipient of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement (collectively, the "Advisors").

4. Agreement Not to Disclose Negotiations. Each Party shall keep confidential and not disclose to any third party, other than its Advisors, the fact that discussions or negotiations are taking, or have taken, place concerning a possible business relationship or transaction, and shall keep confidential any proposed terms as to such transaction.

5. Legal Action Requiring Disclosure. In the event that the Recipient or any party to whom it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Recipient shall provide the Discloser with prompt written notice so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement with respect to the specific Confidential Information requested or required, and upon the request of the Discloser, the Recipient shall cooperate, as reasonably requested by the Discloser and at its expense, in contesting such a disclosure. In the event that such protective order or other remedy is not obtained, the Recipient shall furnish only that portion of the Confidential Information that is legally required and the Recipient shall exercise its reasonable best efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

6. Return or Destruction of Confidential Information. The Recipient shall not make any additional copies of the Confidential Information without the prior written consent of the Discloser. The Recipient agrees that it will, within five (5) business days after written request by the Discloser, return or destroy all documents and tangible materials in its possession which contain any Confidential Information disclosed to the Recipient by the Discloser hereunder.

7. Limitation on Use. The Recipient shall use such Confidential Information only in connection with the furtherance of the business relationship between the Parties, and the Recipient shall make no further use, in whole or in part, of any Confidential Information; provided, however, that, nothing in this Agreement shall restrict the Discloser from using, disclosing, or disseminating its own Confidential Information in any way.

8. Rights to Information. No rights or obligations other than those expressly recited herein are implied by this Agreement. In particular, no license is hereby granted directly or indirectly under any patent or copyright now held by, or which may be obtained by, or which is or may be licensed by either Party.

9. Term. This Agreement shall terminate on the date which is twenty four (24) months from the Effective Date; provided, however, that the obligations of confidentiality imposed by this Agreement shall survive the termination or expiration of this Agreement.

10. Injunctive Relief. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Agreement, and that in the event of any such failure, such party will suffer irreparable harm for which monetary damages are not adequate remedy and such party would not have an adequate remedy at law. Each party shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the other party's obligations under this Agreement and to seek immediate injunctive relief with respect thereto without having to post a bond or other security. The other party shall not urge, as a defence to any proceeding for such specific performance or injunctive relief, that the party requesting injunctive relief has an adequate remedy at law with respect to such failure to comply. The remedies provided herein shall be cumulative and shall not be exclusive of any rights or remedies provided by law.

11. Validity. In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the Parties agree that such invalidity or unenforceability shall not affect the remaining portions of this Agreement.

12. Assignment. This Agreement shall not be assignable by either Party hereto without the prior written consent of the other Party hereto which consent shall not be unreasonably withheld provided however that either Party may without consent assign this Agreement to a corporate affiliate or to an entity that acquires all or substantially all of the assets of such Party. Any other purported assignment without such consent shall be void.

13. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written between the Parties or any officials or representatives thereof. This Agreement may not be changed or modified save by a written agreement signed by the Parties hereto or by their successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws or principles thereof.

14. No Obligation to Negotiate or Enter a Transaction. Discloser reserves the right, in its sole discretion, to reject any and all proposals made by Recipient with regard to a transaction and to terminate discussions and negotiations with Recipient at any time. Except for the obligations of confidentiality imposed herein, neither Recipient nor Discloser shall have rights or obligations of any kind whatsoever with respect to a transaction by virtue of this Agreement other than for the matters specifically agreed to herein. Without limiting the preceding sentences, nothing in this Agreement requires either Recipient or Disclosure to enter into a transaction or to negotiate such transaction for any specified period of time.

15. No Representations or Warranties. Disclosure retains the right to determine, in its sole discretion, what information, properties, and personnel it wishes to make available to Recipient, and neither Discloser nor its Advisors make any representation or warranty (express or implied) concerning the completeness or accuracy of the Confidential Information, except pursuant to representations and warranties that may be made in a definitively agreement for a transaction, if any, between the Parties.

IN WITNESS WHEREOF, each of the Parties to this Agreement has caused this Agreement to be signed in its name and on its behalf by its representative thereunto duly authorized as of the day and year first above written.

UNDERDEFENSE, LLC

By: _____

By: _____

Name: _____

Name: Nazar Tymoshyk

Title: _____

Title: CEO