



MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made on / /2024 ("Effective Date") by and between Blomega LLC, on behalf of itself and its Affiliates, and the "Party" identified below agree that, on behalf of itself and its Affiliates. Each party may disclose and/or has disclosed to the other party certain Confidential Information.

1) "Confidential Information" includes the following: (a) trade secrets, know-how, ideas, concepts, procedures, inventions, processes, techniques, systems, algorithms, programs (whether in source code or object code form), designs, schematics, drawings, formulae, data, plans, strategies and forecasts, legal matters, and (b) technical, engineering, manufacturing, product, marketing, servicing, capitalization, financial, pricing, personnel/HR information and other information and materials, disclosed by the Disclosing Party (whether owned by the Disclosing Party or a third-party), that a reasonable receiving party would deem confidential.

2) Confidential Information may only be used for the following "Permitted Purpose": to explore a mutually desirable business relationship between the parties.

3) Each party's obligations regarding the other party's Confidential Information expire three (3) years after the Effective Date except that any identified trade secrets disclosed or learned from the other party shall remain confidential for as long as they are protected by law. The Receiving Party must not disclose the disclosing party's Confidential Information other than to a related/affiliated company, or its agent, accountant, attorney, advisor or contractor of the Receiving Party who has a need to know and has agreed to be bound by confidentiality terms similar to this Agreement. A Receiving Party must use the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information. The Receiving Party must stop using the other party's Confidential Information and return or destroy it if requested in writing by the other party.

4) However, the receiving party may disclose the other party's Confidential Information only if the Receiving Party can reasonably document: (a) the Receiving Party knew or possessed prior to receiving it from the Disclosing Party, without any obligation of confidentiality; (b) is or becomes publicly available without breach of this Agreement; (c) is rightfully obtained by the receiving party from a third-party, without any obligation of confidentiality; or (d) is independently developed or discovered by the Receiving Party. Further, the Receiving Party may disclose the other party's Confidential Information if the disclosure is required: (a) by applicable law; or (b) by lawful requirement of a competent judicial, administrative or regulatory authority.



5) NO WARRANTIES HAVE OR WILL BE MADE BY EITHER PARTY REGARDING CONFIDENTIAL INFORMATION DISCLOSED, WHETHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, COMPLETENESS, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS." Neither party shall be liable for any special or punitive damages for any breach of this Agreement. The Disclosing Party may seek injunctive relief for a breach of this Agreement without the necessity of posting a bond or making any understanding in connection therewith. This Agreement gives the receiving party no rights in the other party's confidential Information, other than to evaluate it for the Permitted Purpose. The Receiving Party will not use the disclosing party's confidential Information in breach of securities laws. This Agreement does not create any agency, partnership, employment relationship, nor does it obligate one party to procure or license products, services, or technology from the other.

6) This Agreement constitutes the entire agreement made between the parties concerning its subject matter and supersedes any prior agreements. All additions or changes to this Agreement must be made in writing and must be signed by an authorized representative of each party. This Agreement is governed by the law in force in Nevada, United States and each party submits to the exclusive jurisdiction, and any court that may hear appeals from those courts. If this Agreement is translated into any language other than the English language, the meanings contained in the English language version shall control. Electronic signatures, including signatures via facsimile, PDF, or DocuSign, shall be deemed to be the original signatures for all purposes.

Signatures

BLOMEGA LLC

Partner Name:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signatures: _____

Signatures: _____