



Compactor Management Company

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”), dated as of December 16, 2025 is made by and between Compactor Management Company LLC of Union City, California (“Party A”), and Sergei Tokmakov, Esq. – Business Attorney, San Diego, California (Party B), existing under the laws of California (each, a “Party” and together, the “Parties”). For clarity, references to Party A shall be interpreted to include “Compactor Management Company LLC”, and any other entity which may be subsequently acquired or designated as being part of Compactor Management Group.

WITNESSETH:

WHEREAS, each Party or its Affiliates (as defined below) or their respective Representatives (as defined below) may disclose to the other Party or its Affiliates or their respective Representatives certain Confidential Information (as hereinafter defined) for the limited purpose of discussing and administering a potential future business relationship between the Parties or their Affiliates related to evaluation and discussions of programs and future business relationship between the parties that may lead to a definite agreement, further defining roles and obligations of both parties (the “Purpose”);

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used herein, the following terms shall have the definitions set forth below:

“Affiliate” shall mean, with respect to either Party, any other entity controlled by, controlling, or under common control with such Party.

“Confidential Information” of a Party (“Disclosing Party”) shall mean any technical, business or other information disclosed (whether in writing, orally, visually, by inspection of tangible objects or otherwise) by the Disclosing Party, any of its Affiliates or any of their respective Representatives to the other Party (“Receiving Party”), any of its Affiliates or any of their respective Representatives in connection with the Purpose, whether before or after the Effective Date, including, without limitation, any such information regarding or consisting of procurement practices, pricing, purchases of goods, manufacturing processes, raw materials or commodities or components used in operations,

or the transportation of goods; technical expertise and related experience; drawings; blueprints; specifications; engineering or technical data; financial statements; production data; engineering and design information; customer lists; testing and quality control procedures; operating techniques; processes; computer and information programs; prototypes; designs; product samples; discoveries; inventions; techniques; methods; ideas; concepts; data; procedures; manufacturing information; diagrams; drawings; and schematics. The existence, nature and status of any discussions or negotiations between the Parties or their Affiliates or Representatives with respect to a potential future business relationship between the Parties or their Affiliates shall be deemed the Confidential Information of both Parties.

“Disclosing Party Group” shall mean, collectively, the Disclosing Party, its Affiliates and their respective Representatives.

“Personal Data” shall mean all information relating to identified or identifiable living individuals and includes personally identifiable information.

“Receiving Party Group” shall mean, collectively, the Receiving Party, its Affiliates and their respective Representatives.

“Representatives” shall mean, with respect to either Party or its Affiliates, such Party’s or Affiliate’s directors, officers, employees, agents and advisors.

2. Confidentiality.

2.1. Use and Disclosure Restrictions. The Receiving Party shall restrict its use and cause each member of the Receiving Party Group to restrict its use of any Confidential Information of the Disclosing Party solely to activities required to carry out the Purpose. Without limiting the foregoing, without the prior written consent of the Disclosing Party, the Receiving Party shall not, and shall cause each member of the Receiving Party Group not to, (a) disclose any Confidential Information of the Disclosing Party to any person, except to such members of the Receiving Party Group who need to know such Confidential Information in order to assist the Receiving Party or its Affiliate in carrying out the Purpose and who are bound to the Receiving Party or its Affiliate by obligations of non-use and non-disclosure substantially similar to those set forth herein, (b) reproduce the Disclosing Party’s Confidential Information, except as required to carry out the Purpose (and, for clarity, all such reproductions shall be considered the Disclosing Party’s Confidential Information for all purposes hereunder), (c) reverse engineer, disassemble, decompile or chemically analyze any prototypes, software or other tangible objects which embody the Disclosing Party’s Confidential Information, (d) seek any patent or other intellectual property protection for any of the Disclosing Party’s Confidential Information or (e) use the Disclosing Party’s Confidential Information for the purpose of developing or commercializing any products or services. The Receiving Party shall ensure that any member of the Receiving Party Group having access to the Disclosing Party’s Confidential Information is aware of and complies with the restrictions contained in this Agreement, and in any event the Receiving Party shall be responsible and liable to the Disclosing Party for any unauthorized use or disclosure of the Disclosing Party’s Confidential Information by any member of the Receiving Party Group. The term “person” as used herein shall be broadly interpreted to include any corporation, partnership, group, association, individual or other entity.

2.2. Security. The Receiving Party shall treat and cause each member of the Receiving Party Group having access to Disclosing Party's Confidential Information to treat, the Disclosing Party's Confidential Information as private and confidential. Without limiting the foregoing, the Receiving Party shall have in place, and cause each member of the Receiving Party Group having access to Disclosing Party's Confidential Information to have in place, appropriate technical and organizational measures to protect the Disclosing Party's Confidential Information against accidental, unlawful or unauthorized destruction, loss, alteration, disclosure or access, which measures provide a level of security appropriate to the risk represented by the nature of the Confidential Information to be protected, with a heightened level of security for sensitive Confidential Information. Further, the Receiving Party shall take and cause each member of the Receiving Party Group having access to Disclosing Party's Confidential Information to take, at least the same measures to protect the confidentiality of the Disclosing Party's Confidential Information as it takes to protect the confidentiality of its own confidential information. The Receiving Party shall notify the Disclosing Party immediately after becoming aware of (a) any accidental, unlawful or unauthorized destruction, loss, alteration, disclosure or access of any Confidential Information of the Disclosing Party in the possession or under the control of any member of the Receiving Party Group or (b) any breach of security or other interference with respect to any network, information system or device of any member of the Receiving Party Group that subjects any Confidential Information of the Disclosing Party to risk of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure or access, and in either case ((a) or (b)) the Receiving Party shall provide, and cause each member of the Receiving Party Group to provide, the Disclosing Party with any information or assistance reasonably requested by the Disclosing Party in responding to such incident.

2.3. Access, Correction, Deletion, and Cooperation. The Receiving Party shall honor and cause each member of the Receiving Party Group to honor, any requests by individuals to access, correct or delete any of their Personal Data included in the Disclosing Party's Confidential Information. The Receiving Party shall cooperate and cause each member of the Receiving Party Group to cooperate, in good faith with the Disclosing Party, any individual and any applicable regulator relating to enquiries concerning such Personal Data.

2.4. Prohibited Use. In no event shall any member of the Receiving Party Group use the Disclosing Party's Confidential Information for the purpose of direct marketing or automated decision making. Automated decision making is a process that produces legal effects concerning an individual or significantly affects an individual and which is based solely on automated processing of Personal Data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc.

2.5. Exceptions. The provisions of Sections 2.2 and 2.1 shall not apply to: (a) any items of the Disclosing Party's Confidential Information which are or become part of the public domain without breach of this Agreement by the Receiving Party; (b) any items of the Disclosing Party's Confidential Information which were independently developed by or on behalf of the Receiving Party or its Affiliates without access to or use of the Disclosing Party's Confidential Information; or (c) any items of the Disclosing Party's Confidential Information which were lawfully received in good faith by or on behalf of the Receiving Party or its Affiliates from a third party other than under, or in breach of, any obligation of confidentiality owed by such third party to the Disclosing

Party. The Receiving Party shall have the obligation to prove, with competent evidence, the existence of any of the foregoing exceptions.

3. Legally Compelled Disclosure. In the event that any member of the Receiving Party Group is requested or required (by oral questions, interrogatories, requests for information or documents in legal or regulatory proceedings, subpoena, civil investigative demand or other similar process) to disclose any item of the Disclosing Party's Confidential Information, the Receiving Party shall, to the extent permitted by law, provide the Disclosing Party with prompt notice of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. Notwithstanding anything to the contrary in Section 2, if any member of the Receiving Party Group is legally required to disclose any item of the Disclosing Party's Confidential Information to any court, tribunal or arbitral or regulatory body, such member may disclose to such court, tribunal or arbitral or regulatory body that portion, but only that portion, of the Disclosing Party's Confidential Information which such member is legally required to disclose, provided that the Receiving Party shall cause such member to exercise its commercially reasonable efforts to preserve the confidentiality of the Confidential Information so disclosed, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Information by such court, tribunal or arbitral or regulatory body.

4. Return or Destruction of Confidential Information. Within thirty (30) calendar days after any termination of this Agreement as provided in Section 11, the Receiving Party shall, and shall cause each member of the Receiving Party Group to, promptly return to the Disclosing Party or (at the Receiving Party's election) securely destroy all documents and information (and all copies thereof) constituting or incorporating the Disclosing Party's Confidential Information in the possession or under the control of any member of the Receiving Party Group, including all notes, analyses, compilations, studies, interpretations or other documents prepared by the Receiving Party Group which contain, reflect or are based upon the Disclosing Party's Confidential Information; provided, however, that the members of the Receiving Party Group shall not be obligated to destroy any Confidential Information of the Disclosing Party contained in their regular electronic archives (e.g., backup tapes); provided, further, that the Receiving Party may retain a copy of the Disclosing Party's Confidential Information solely for compliance purposes. It is understood by the Parties that any Confidential Information of the Disclosing Party that this Section 4 permits to be retained shall continue to be subject to the non-disclosure and non-use requirements of this Agreement. The Receiving Party shall certify in writing its compliance with this Section 4 upon request of the Disclosing Party.

5. No License Grant; No Obligation for Further Agreements. Nothing in this Agreement grants to the Receiving Party or its Affiliates, expressly or by implication, any right or license with respect to any intellectual property of the Disclosing Party. Nothing in this Agreement shall obligate either Party to enter into any further agreement or contractual arrangement with the other Party or its Affiliates or to continue discussions or negotiations with respect thereto for any period of time.

6. No Warranties. THE DISCLOSING PARTY GROUP MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION, INCLUDING ANY WARRANTIES OF ACCURACY OR COMPLETENESS. The Disclosing

Party Group shall have no liability whatsoever to the Receiving Party Group relating to or resulting from the use by such Receiving Party Group of the Disclosing Party's Confidential Information.

7. Acknowledgement. The Disclosing Party acknowledges that the Receiving Party or its Affiliates may have programs relating to the subject matter of the Disclosing Party's Confidential Information or may receive information on the same or related subject matter from third parties. Nothing in this Agreement shall prohibit the Receiving Party or its Affiliates from developing or commercializing products or services with respect to any such subject matter, alone or with any third party, so long the Receiving Party complies with its non-use and non-disclosure obligations hereunder with respect to Disclosing Party's Confidential Information.

8. Export Controls.

8.1. The Disclosing Party shall not provide to the Receiving Party any information, products or technologies which are controlled under the U.S. International Traffic in Arms ("ITAR") regulations, or other military level controls (or the local law equivalent of ITAR) without the express written consent of the Receiving Party, which consent shall include a procedure for labeling of such information, products or technologies, and a protocol agreed to by the parties for distribution and dissemination of the items received.

8.2. The Disclosing Party shall not provide to the Receiving Party any information, product or technologies which are controlled under any other applicable export control regulations without providing prior notice of the nature of such items, the export control regulations that apply, any designations or classifications of such goods, and any prohibitions on further distribution or handling of such items. The Receiving Party may decline to receive such export-controlled goods or information and promptly return those goods and information to the Disclosing Party where the Receiving Party's requirements or restrictions would not permit it to comply with the regulations.

9. Injunctive Relief. It is understood and agreed that monetary damages may not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach, without being required to post a bond or prove any actual monetary damages. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Disclosing Party.

10. Assignment. Neither Party may assign or transfer any of its rights or obligations hereunder without the express prior written consent of the other Party, except that, without such consent, either Party may assign all of its rights and obligations hereunder to any acquirer of such Party or the business of such Party to which this Agreement relates (whether by merger, sale of assets or otherwise), provided that (a) the assigning Party shall remain jointly and severally liable with the assignee for the performance of all assigned obligations and (b) no such assignment shall diminish, reduce or terminate any right granted by the assigning Party herein. Any assignment or transfer in violation of the foregoing shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

11. Term. The term of this Agreement shall commence on the Effective Date and terminate on the third anniversary thereof (or, if earlier, if either Party's delivery to the other Party of written notice of termination). Notwithstanding any such termination, the Receiving Party's obligations hereunder shall continue in effect in accordance with their terms until the third anniversary of the date of termination; provided, however, that with respect to any Confidential Information of the Disclosing Party that, as of the end of such period, qualifies as a trade secret under applicable law, the Receiving Party's obligations hereunder shall continue in effect in accordance with their terms for so long as such Confidential Information qualifies as a trade secret under applicable law. Any right of action arising from or relating to this Agreement that has accrued during the term of this Agreement shall survive any such termination.

12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law principles.

13. Dispute Resolution. All disputes, controversies or claims of any nature, whether contractual or non-contractual, arising out of or in connection with this Agreement, including any questions regarding its existence, validity, or termination, shall be resolved in the United States District Court for the District of Delaware or, in the event the foregoing court does not have subject matter jurisdiction to resolve such a dispute, the state courts of Delaware. The Parties consent to the jurisdiction of such courts to resolve any such dispute, controversy or claim.

14. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, both written and oral, between the Parties with respect thereto. This Agreement may be amended only by a separate writing signed by the each of the Parties. No waiver under this Agreement shall be effective unless in writing signed by the waiving Party. This Agreement may be executed in separate counterparts, all of which shall together constitute a single instrument, and the signatures required for the execution of this Agreement may be transmitted by facsimile or as Portable Document Format ("PDF") attachments to e-mail.

15. Construction. The wording of this Agreement shall be deemed to be the wording mutually chosen by the Parties and no rule of strict construction shall be applied against either Party. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; or if any one or more of the provisions of this Agreement shall for any reason be held to be excessively broad, it shall be construed or modified so as to be enforceable to the extent compatible with the law and the intentions of the Parties. This Agreement has been prepared in English and the English version shall prevail and be binding even though other translations may also be prepared.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed by their representatives as of the date first written above.

Party A:
**Compactor Management
Company LLC**

Party B:
**Sergei Tokmakov, Esq.
Business Attorney**

<hr/>	<u>/s/ Sergei Tokmakov, Esq.</u>
<i>Name</i>	<i>Name</i> Signed by: Sergei Tokmakov, Esq.
	CBN 279869
	December 17, 2025 at 4:12 PM
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<i>Signature</i>	<i>Signature</i> Verified email: owner@terms.law
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