



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made as of the last date signed below (the "Effective Date") by and between Climatize Earth Securities, LLC, a Delaware limited liability company ("Climatize") and the undersigned company (the "Company"), to protect the confidentiality of certain information disclosed in connection with evaluating a potential business relationship involving project opportunities and related financing strategies (the "Purpose").

Climatize and the Company may each be referred to herein individually as a "Party" and collectively as the "Parties."

1. Definition of Confidential Information

"Confidential Information" means any technical or non-technical information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") related to current, future, or proposed projects and services, including but not limited to: patent applications, trade secrets, proprietary information, ideas, works of authorship, models, customer lists, financials, employees, business plans, and marketing strategies. If the Confidential Information is in tangible form (e.g., documents, software, charts), it should be labeled "Confidential" or bear a similar legend.

2. Obligations of the Receiving Party

The Receiving Party agrees to:

- a. Keep all Confidential Information strictly confidential;
- b. Use it solely for the Purpose;
- c. Share it only with employees, contractors, accountants, and lawyers ("Representatives") who need to know, are bound by confidentiality obligations at least as strict as those in this Agreement, and are acting on behalf of the Receiving Party.

3. Exceptions & Required Disclosures

The Receiving Party has no obligations under this Agreement for any Confidential Information that it can demonstrate with competent evidence:

- a. Was publicly known at the time of disclosure;
- b. Becomes public through no fault of the Receiving Party;
- c. Was known without restriction before disclosure; or
- d. Was independently developed without use of the Disclosing Party's information.



If required by law, the Receiving Party may disclose Confidential Information only after giving reasonable advance written notice to the Disclosing Party and assisting in efforts to limit the disclosure, including seeking a protective order.

4. Notice of Breach

The Receiving Party must notify the Disclosing Party immediately upon discovering any loss or unauthorized disclosure of Confidential Information.

5. Return or Destruction

Upon request, the Receiving Party must promptly delete or destroy all Confidential Information, except for one (1) copy retained solely for legal or regulatory compliance.

6. No License or Ownership Transfer

Nothing in this Agreement grants any rights, by license or otherwise, to any intellectual property of the Disclosing Party. The Receiving Party will not make or sell any product or service using or incorporating Confidential Information.

7. Non-Solicitation

For one (1) year from the Effective Date, neither Party nor its Affiliates will solicit for employment or hire the other Party's employees, officers, or directors, unless the individual applies in response to a public job posting. "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party.

8. Term & Confidentiality Survival

This Agreement terminates one (1) year after the Effective Date. However, confidentiality obligations for all Confidential Information will survive for two (2) years from the date of disclosure.

9. Governing Law

This Agreement is governed by and construed under the laws of the State of Delaware, without regard to conflict of law principles.

10. Notices

All notices must be in writing and delivered personally, by email, or by registered mail. Notices will be effective upon receipt or, if mailed, five (5) business days after deposit.



Notices should be sent to the addresses in the signature block or those provided in writing by either Party.

11. Miscellaneous

If any provision of this Agreement is found to be unenforceable, it will be modified to best accomplish its intended purpose, and the rest of the Agreement remains in effect. Neither Party may assign this Agreement without prior written consent. Neither Party will knowingly share third-party proprietary information without proper rights. This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements, written or oral, regarding the subject matter. Each Party agrees that unauthorized disclosure could cause irreparable harm, and the Disclosing Party may seek injunctive relief in addition to any legal remedies.

IN WITNESS WHEREOF, the Parties have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

Climatize Earth Securities LLC

[Signature Jim]

Jim Goldmann
Director of Finance

[Date Jim signs]

business_legal_name

[Signature first_name]

first_name last_name

[Date first_name signs]