

PHENOM LLC

9840 MAIN ST, # 1177
FAIRFAX, VA22031, UNITED STATES

MUTUAL NON-DISCLOSURE NON-CIRCUMVENTION AGREEMENT

This Mutual Non-disclosure Non-circumvention Agreement is made on March 7th 2025 between DONALD MATTHEW STEVENS with its principal place of business located at _____ and Phenom LLC with its principal place of business located at 9480 Main St, # 1177, Fairfax, VA 22031, United States

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest in connection with which each party may disclose to the other certain confidential technical and/ or business information which the disclosing party desires the receiving party to treat as confidential. For purposes of this Agreement, the term "Receiving Party" means a party that is the recipient of or has access to Confidential Information (defined below) of the other party (the "Disclosing Party").
2. **Confidential Information.** "Confidential Information" means any information disclosed previously or in the future by a Disclosing Party to a Receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, business plans, source code, software, documentation, financial analysis, marketing plans, customer names, customer lists, customer data, product plans, products, services, inventions, processes, designs, drawings, engineering or hardware configuration information, know-how, trade secrets, or any other proprietary or business information), which is designated as confidential, " or proprietary nature of which is reasonably apparent under the circumstances". Confidential Information shall also include information disclosed to the disclosing party by third parties pursuant to a nondisclosure obligation. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party; (ii) becomes publicly disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party at the time of disclosure by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Disclosing Party's Confidentiality Information, as shown by documents and other competent evidence in the Receiving Party's possession. Moreover, it shall not be a breach of this Agreement for the Receiving Party's disclosure to a court or other governmental body Confidential Information of the Disclosing Party written notice of such requirement prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate relief.
3. **Non-disclosure and non-use.** A Receiving Party shall not disclose any confidential Information of the Disclosing Party to third parties or to the Receiving Party's employees, except those employees who have signed a confidentiality agreement at least as protective of the Confidential Information of the Disclosing Party as this agreement. A Receiving Party shall not use any Confidential Information of the Purpose. A receiving party shall not receive, engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidentiality Information of the disclosing Party.
4. **Maintenance of confidentiality.** A Receiving party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the confidential Information of the Disclosing Party. Without limiting the foregoing, a Receiving Party shall exercise the same degree of care to protect Confidential Information of the Disclosing Party as it does to protect its own highly confidential Information of like nature, which shall in no event be less than reasonable care. A Receiving Party shall not make copies of the disclosing Party's Confidential Information without the prior written approval of the Disclosing Party. A Receiving party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. A Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.
5. **Non-Circumvention.** The parties shall not or attempt to circumvent any business relationship between another party to this agreement and its business associates, agents, principals, subsidiaries, affiliates or acquaintances in any business transaction or negotiations related to the subject-matter of this agreement and assure the other parties hereto that they will not endeavor to alter any established procedures for the business transactions. The parties recognized that the business relationship between one party and its subsidiaries, affiliates or acquaintances is exclusive and valuable to the party concerned, and they shall not enter into any direct negotiations or transactions with the aforementioned external business associates, agents, principals, subsidiaries, affiliates or acquaintances.
6. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

PHENOM LLC

9840 MAIN ST, # 1177
FAIRFAX, VA22031, UNITED STATES

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential information which have been disclosed to a Receiving Party by the Disclosing Party, shall remain the property of the Disclosing Party and shall be promptly returned to the Disclosing party upon the Disclosing party's written request.

9. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, trade secret or other intellectual property rights of the other party, nor shall this agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

10. Term. The Obligation of a Receiving Party hereunder shall continue for a period terminating on the date two (2) years from the date on which Confidential information is last disclosed under this Agreement.

11. Remedies. Each Party agrees and acknowledges that any violation or threatened violation of this agreement will cause irreparable injury to the other party, entitling the other party to obtain injunctive relief in addition to any other rights and remedies available to such party at law or in equity.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement shall be governed by the laws in the state of Virginia, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Neither party may assign its rights or obligations hereunder without the other party's written consent.

13. Severability. In the event any term of this Agreement is found by any court to be or otherwise unenforceable, the remainder of this Agreement Shall Remain valid and enforceable, and, to the fullest extent permitted by the law, such offending term or terms shall be replaced with an enforceable term or enforceable term that as nearly as possible effect the parties, intent.

Donald Matthew Stevens
Print Name

Matt Stevens
Signature

Signature

Title: _____
Phenom LLC

Title: _____
Individually, and on behalf of related parties.

Print Name