

[DRAFT FOR TESTING PURPOSES ONLY]

CONFIDENTIAL

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is made by and between ACME. dba ToTheMoon, Inc., with offices at 2025 Guadalupe St. Suite 260, Austin TX, 78705 and StarWars dba ToTheMars, with offices at the forest moon of Endor and entered as of May 3, 2023 (“Effective Date”).

In consideration of the business discussions, disclosure of Confidential Information and any future business relationship between the parties, it is hereby agreed as follows:

**1. CONFIDENTIAL INFORMATION.** For purposes of this Agreement, the term “Confidential Information” shall mean any information, business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-process, Request for Proposal (RFP) or Request for Information (RFI) and any responses thereto, engineering, manufacturing, marketing, technical, financial, data, or sales information, or information regarding suppliers, customers, employees, investors, or business operations, and other information or materials, whether disclosed in written, graphic, oral, or electronic form, whether tangible or intangible and in whatever form or medium provided, or which is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties prior to or after the Effective Date.

**2. NEED TO KNOW.** The receiving party shall limit its disclosure of the other party’s Confidential Information to those of its officers and employees and subcontractors (i) to which such disclosure is necessary for purposes of the discussions contemplated by this Agreement and (ii) who have agreed in writing to be bound by provisions no less restrictive than those set forth in this Agreement.

**3. JOINT UNDERTAKING.** Each party agrees that it will not at any time disclose, give, or transmit in any manner or for any purpose, the Confidential Information received from the other party to any person, firm or corporation or use such Confidential Information for its own benefit or the benefit of anyone else, or for any purpose other than to engage in discussions regarding a possible business relationship or the current business relationship involving both parties. Each party shall take all reasonable measures to preserve the confidentiality and avoid the disclosure of the other party’s Confidential Information including, but not limited to, those steps taken with respect to the party’s own Confidential Information of like importance. Neither party shall disassemble, decompile or otherwise reverse engineer any software product of the other party and, to the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.

**4. RETURN OF CONFIDENTIAL INFORMATION.** Upon request of the other party, termination of the discussions regarding a business relationship between the parties, or termination of the current business relationship, each party shall promptly destroy or deliver to the other party any and all documents, notes, and other physical embodiments of or reflecting the Confidential Information (including any copies thereof) that are in their possession or control. Upon request of a party, a responsible officer of the other party shall provide written certification of the completeness of the delivery or destruction of such materials.

**5. NON CONVEYANCE.** Nothing in this Agreement shall be construed as conveying to either party (i) any right, title or interests or copyright in or to any Confidential Information of the other party or (ii) any license as to use, sell, exploit, copy or further develop any such Confidential Information.

**6. EXCLUDED INFORMATION.** The parties agree that Confidential Information of the other party shall not include any information to the extent that the information: (i) is, or at any time becomes, a part of the public domain through no act or omission of the receiving party; (ii) is independently discovered or developed by the receiving party without use of the disclosing party’s Confidential Information; (iii) is rightfully obtained from a third party without

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any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. The receiving party shall not be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government provided that notice is promptly given to the disclosing party so that a protective order may be sought and other efforts employed to minimize the required disclosure. The receiving party shall cooperate with the disclosing party in seeking the protective order and engaging in such other efforts.

**7. REMEDIES.** A violation of this Agreement by either party could cause irreparable injury to the other party and, as there is no adequate remedy at law for such violation, the non-breaching party may, in addition to any other remedies available to it at law or in equity, seek injunctive relief for violating or threatening to violate this Agreement.

**8. NO COMMITMENT.** This Agreement does not in any way bind the parties to enter into a business relationship of any nature with the other. Nothing herein or any other verbal representations made by either party shall be construed as a binding commitment to establish a business relationship. Except for a breach of this Agreement, neither party shall have any liability to the other if the parties do not establish a business relationship that is expressed in writing and expressly stated to be legally binding.

**9. FEES.** In the event any action, including arbitration, is brought to enforce any provision of this Agreement, or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable attorney's fees and other related costs and expenses.

**10. NON ASSIGNMENT.** Neither party may assign or transfer this Agreement or any rights hereunder to any third party without the prior written consent of the other party, provided that such consent shall not be required if either party assigns this Agreement in connection with a merger, acquisition, joint venture or sale of all or substantially all of its assets.

**11. NON DISCLOSURE OF DISCUSSIONS.** Each party agrees that, in addition to the other confidentiality obligations hereunder, it will not disclose to any third party that it is having any discussions with the other party with respect to establishing a business relationship.

**12. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating to the subject matter and may not be amended or modified except in a writing signed by an authorized representative of both parties. The terms of this Agreement relating to the confidentiality and non-use of Confidential Information shall continue after the termination of this Agreement for a period of the longer of (i) five (5) years or (ii) when the Confidential Information no longer qualifies as a trade secret under applicable law.

**13. SEVERABILITY.** Each party acknowledges that should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.

**14. GOVERNING LAW.** This Agreement shall be construed for all purposes in accordance with the laws of the State of Texas without regard to the conflicts of law provisions of any state or jurisdiction. Any action or suit related to this Agreement shall be brought in Austin, Texas and each party hereby submits to the exclusive jurisdiction of such courts.

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**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

**Acme Inc.**

**StarWars Inc.**

By:  InkPaper:  
dln3eaVxFmo2GNp...

By:  InkPaper:  
8jTWgTPg8pJ3d9T...

Name: Bugs Bunny

Name: Luke Skywalker

Title: CEO

Title: CEO

Date: May 5, 2023

Date: May 7, 2023