

MUTUAL NON-DISCLOSURE AGREEMENT

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This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of September 1, 2023, between Globex International Ltd., a United Kingdom corporation ("Party A"), and StellarTech Ventures, Inc., a California corporation ("Party B"). Each of Party A and Party B is referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The Parties wish to explore a potential business partnership involving the joint development of artificial intelligence tools for legal document analysis (the "Proposed Transaction"). In connection with evaluating the Proposed Transaction, each Party may disclose or make available to the other certain non-public, proprietary, or confidential information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information that a Party designates as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including but not limited to:

- (a) trade secrets, inventions, patent applications, and technical data;
- (b) business plans, financial projections, and customer lists;
- (c) software, algorithms, and model weights (including large language model parameters);
- (d) the existence and terms of the Proposed Transaction.

Confidential Information does NOT include information that:

- (i) is or becomes publicly available without breach of this Agreement;
- (ii) was rightfully known by the Receiving Party prior to disclosure;
- (iii) is rightfully obtained from a third party without restriction; or
- (iv) is independently developed by the Receiving Party without use of Confidential Information.

3. OBLIGATIONS

Each Party (the "Receiving Party") agrees to:

- (a) hold the other Party's Confidential Information in strict confidence;
- (b) use Confidential Information solely to evaluate or pursue the Proposed Transaction;
- (c) limit disclosure to employees and advisors with a need to know who are bound by obligations at least as protective as those in this Agreement;
- (d) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

4. TERM

This Agreement shall remain in effect for three (3) years from the Effective Date.

The confidentiality obligations with respect to trade secrets shall survive indefinitely.

5. RETURN OR DESTRUCTION

Upon written request or termination of discussions, each Party shall promptly return or certify destruction of all Confidential Information and copies thereof, except as required by law or pursuant to automated backup systems.

6. INJUNCTIVE RELIEF

Each Party acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party shall be entitled to seek equitable relief, including injunction and specific performance, without the requirement of posting bond.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Delaware. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements.

Party A: GLOBEX INTERNATIONAL LTD. Party B: STELLARTECH VENTURES, INC.

By: _____ By: _____

Name: Elena Marchetti Name: David Kim

Title: Chief Legal Officer Title: Chief Executive Officer

Date: September 1, 2023 Date: September 1, 2023