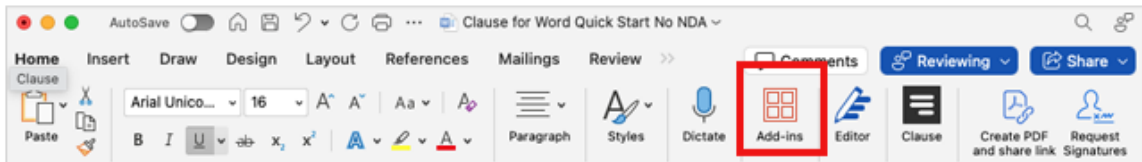
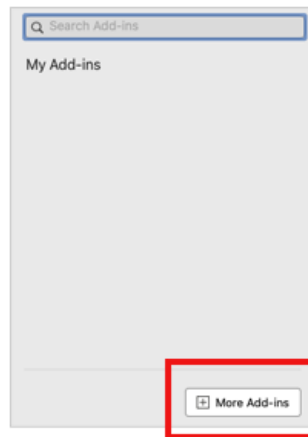


Clause for QuickStart Guide

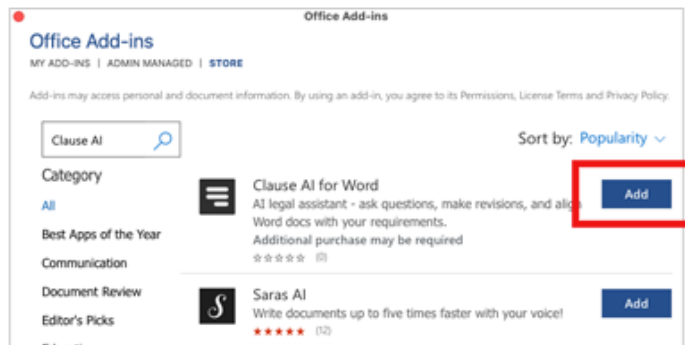
1. Click Home → Add-ins in the MS Word task ribbon



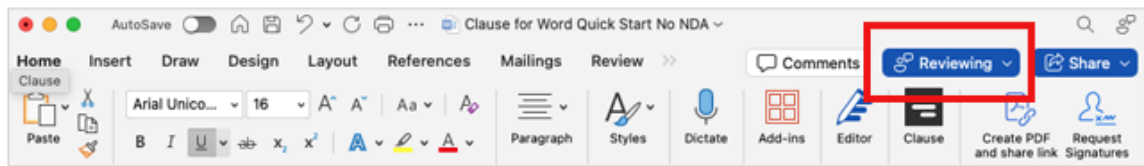
2. Click the “More Add-ins” button



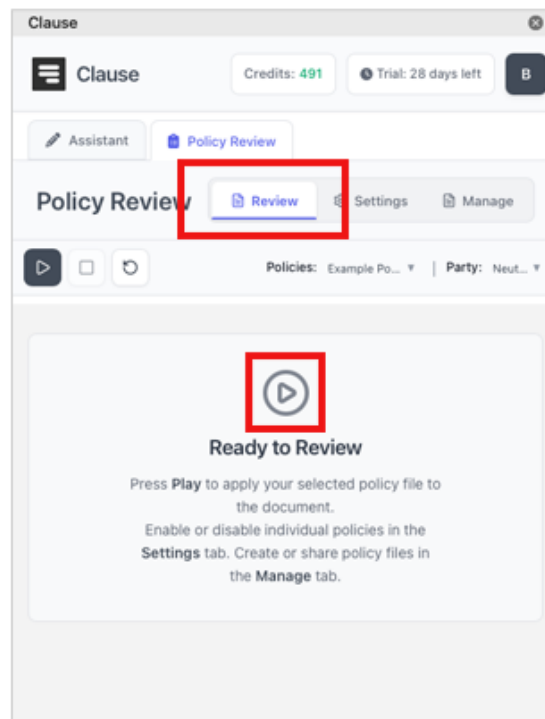
3. Search for “Clause AI” and click the “Add” button. The Clause for Word Add-in will open alongside this document.



4. Switch to “Reviewing” mode



5. Select the Policy Review tab in the Add-in, then click the play button. Clause will apply the “Example - Basic NDA” policies to the example NDA document below.



The following is an example NDA intended to be used as part of the Clause for Word Policy Review tutorial. To learn more visit <https://clause.to/gettingstarted>

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

This Confidentiality/Nondisclosure Agreement (the "Agreement") is made and entered into as of August 21, 2025 (the "Effective Date"), by and between Roadrunner, Inc., a corporation organized and existing under the laws of the State of Washington, with its principal place of business at 1 Canyon Lane, Desert Valley, NM 87101 (the "Company"), and ACME Services, Inc, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 123 Rocket Road, Innovation City, DE 19901 (the "Provider").

Company is prepared to make available to ACME Services (the Provider) certain information concerning the business, financial condition, operations, assets and liabilities of the Company in connection with an engagement to develop and provide certain technological tools to the Company ("**Engagement**"). As a condition to such information being furnished to Provider and Provider employees, agents, consultants, or advisors (collectively, "**Representatives**"), Provider agree to treat any information concerning the Company (whether prepared by the Company, its advisors or otherwise and irrespective of the form of communication) which is furnished to Provider or to Provider Representatives now or in the future by or on behalf of the Company (herein collectively referred to as the "**Evaluation Material**") in accordance with the provisions of this letter agreement, and to take or abstain from taking certain other actions hereinafter set forth.

The term "**Evaluation Material**" also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by Provider or Provider Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to Provider or Provider Representatives pursuant hereto. Evaluation Material includes any data sets, documents, financial models, leases, abstracts, letters of intent or term sheets supplied by the Company or generated for the Company and any derivatives thereof.

Now, Therefore, in consideration of the covenants set forth herein, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1) **Obligations.** Provider hereby agrees that Provider and Provider Representatives shall use the Evaluation Material solely in connection with the Engagement, that the Evaluation Material will be kept confidential, and that Provider and Provider Representatives will not disclose any of the Evaluation Material in any manner whatsoever. Provider shall, in any event, be responsible for any breach of this letter agreement by any Provider Representatives and agrees, at Provider's sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain Provider Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.
- 2) **AI and ML Use Restrictions.** Without limiting the foregoing, Provider and Provider Representatives shall not, without the Company's prior written consent: (i) use any

Evaluation Material to train, fine-tune, benchmark, or otherwise improve any machine learning (“ML”) or artificial intelligence (“AI”) model except to create a model or tool that will be used only by the Company; (ii) incorporate Evaluation Material, in whole or in part, into any dataset or AI model that is, or could become, accessible to any person other than the Company and its expressly authorized agents. In order to secure the Company’s valuable data, any model weights, parameters, embeddings or other AI artifacts produced or derived based on Evaluation Material shall be exclusively for the Company’s benefit and shall not be disclosed, licensed, sold or otherwise made available to any third party.

- 3) **Non-Disclosure of Engagement.** Provider agrees that Provider and Provider Representatives will not disclose to any other person the fact that the Evaluation Material has been made available to Provider, the Engagement, or any of the terms, conditions or other facts with respect thereto (including the status thereof).
- 4) **Required Disclosure.** In the event that Provider or any of Provider Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Evaluation Material, Provider shall provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, Provider or any of Provider Representatives are nonetheless, in the written opinion of counsel, legally compelled to disclose Evaluation Material to any tribunal or else stand liable for contempt or suffer other censure or penalty, Provider or Provider Representative may, without liability hereunder, disclose to such tribunal only that portion of the Evaluation Material which such counsel advises Provider is legally required to be disclosed, provided that Provider and Provider Representatives exercise Provider best efforts to preserve the confidentiality of the Evaluation Material, including, without limitation, by cooperating with the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material by such tribunal.
- 5) **Return or Destruction of Materials.** At any time upon the request of the Company for any reason, Provider will promptly deliver to the Company all Evaluation Material (and all copies thereof) furnished to Provider or Provider Representatives by or on behalf of the Company pursuant hereto. In the event of such a decision or request, all other Evaluation Material prepared by Provider or Provider Representatives shall be destroyed and no copy thereof shall be retained, and if so directed by the Company, Provider shall provide written certification executed by an officer and authorized signatory of Provider's organization attesting to said destruction. Notwithstanding the return or destruction of the Evaluation Material, Provider and Provider Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. The obligations contained in this agreement relating to the prohibition of AI training, fine-tuning, or exposure of Evaluation Material shall survive indefinitely.

- 6) **No Waiver.** It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.
- 7) **Equitable Relief and Legal Fees.** It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by Provider or any of Provider Representatives and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by Provider or Provider Representatives of this letter agreement but shall be in addition to all other remedies available at law or in equity to the Company, including, but not limited to, consequential, punitive and special damages. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines that Provider or any of Provider Representatives have breached this letter agreement, then Provider shall be liable and pay to the Company the reasonable legal fees incurred by the Company in connection with such litigation, including any appeal therefrom.
- 8) **Benefit, Governing Law, and Jurisdiction.** This letter agreement is for the benefit of the Company and its directors, officers, stockholders, owners, affiliates, and agents, and shall be governed by and construed in accordance with the laws of the State of Washington. Provider also hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Washington and of the United States of America located in King County, Seattle, Washington for any actions, suits or proceedings arising out of or relating to the Engagement, this agreement, and the actions contemplated hereby (and Provider agrees not to commence any action, suit or proceeding relating thereto except in such courts). Provider further agrees that service of any process, summons, notice, or document by U.S. registered mail to Provider's address set forth above shall be effective service of process for any action, suit, or proceeding brought against Provider in any such court. Provider hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this agreement or the transactions contemplated hereby, in the courts of the State of Washington or the United States of America located in King County, Seattle, Washington, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.
- 9) **Severability.** Furthermore, if a court of competent jurisdiction declares any provision of this agreement to be invalid, unlawful or unenforceable as drafted, the parties intend for that provision to be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If a provision cannot be so amended and construed, it will be severed, and the remaining provisions will remain unimpaired and in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

Roadrunner, Inc.

By: _____

Name:

Title:

Date:

ACME Services, Inc.

By: _____

Name:

Title:

Date: