

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Confidentiality and Intellectual Property Agreement (this "Agreement") is entered into as of the 30th day of July, 2025, by and between AriesView (the "Company") and Anish Illuri, an individual participating as an unpaid advisor (the "Recipient"). Each of the foregoing is referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. In connection with Recipient's advisory with the Company, the Recipient may be given access to proprietary and confidential information as part of work performed on AriesView's business and intellectual property, including, but not limited to, its SaaS product(s).
- B. As a condition to receiving such access and participating in the advisory, Recipient agrees to the terms of this Agreement.

AGREEMENT

The Parties hereby agree as follows:

1. Evaluation Material; Definitions

1.1 Evaluation Material

All information, including without limitation information about the Company's assets, liabilities, employees, financial condition, businesses, customers, suppliers, operations, processes, software code, including source code, object code, APIs, databases, algorithms, architecture, product plans, designs, specifications, technical documentation, user documentation, know-how, trade secrets, target acquisitions, joint venture opportunities, investment opportunities, and intellectual property, whether historical, current or prospective, furnished by the Company or any of its Representatives (as defined below), whether furnished before, on or after the date hereof, whether or not designated as being confidential, and regardless of the manner or form in which the information is furnished (including oral, written, and electronic communications), is referred to as "Evaluation Material". Evaluation Material also includes all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by Recipient or its Representatives that contain or reflect such information. Evaluation Material does not include information that (a) becomes publicly available through no breach of this Agreement, or (b) is lawfully obtained from a third party not under a duty of confidentiality. Disclosure of Evaluation Material does not constitute a license to the Recipient.

1.2 Other Definitions

"Representative" includes affiliates, directors, officers, employees, and agents. "Affiliate", "person", "Law", and "Government Authority" have the same definitions as in the original

template. "Work Product" means all inventions, discoveries, creations, works of authorship, software, code (including source code, object code, and APIs), designs, data, databases, models, algorithms, documentation, and other materials of any kind, conceived, created, developed, or reduced to practice by Recipient, either alone or jointly with others, during the advisory period, which relate to the Company's business, products (including its SaaS product(s)), or services, or which result from the use of any Evaluation Material.

2. Treatment of Evaluation Material

2.1 Confidentiality Obligation

Recipient agrees to maintain the confidentiality of the Evaluation Material, use it solely in connection with their advisory, and not disclose it to any third party unless legally compelled or as permitted by this Agreement. Recipient shall exercise the same degree of care to protect the confidentiality of the Evaluation Material as Recipient would exercise with respect to Recipient's own most confidential information, but in no event less than reasonable care.

2.2 Legal Disclosure

If required by Law to disclose Evaluation Material, Recipient will provide prompt written notice to the Company, if legally permissible, and cooperate with the Company in any efforts to limit or protect such disclosure, including seeking a protective order.

2.3 Responsibility for Breach

Recipient is responsible for any breach of this Agreement by themselves or their Representatives.

3. Intellectual Property

3.1 Ownership of Work Product

Recipient agrees that all Work Product created during the advisory, shall be owned exclusively by the Company. Recipient hereby irrevocably assigns to the Company all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

3.2 Further Assurances

Recipient agrees to execute and deliver to the Company, upon request, any and all assignments, applications, and other documents necessary to confirm and perfect the Company's ownership of the Work Product and all intellectual property rights therein.

3.3 No License

Nothing in this Agreement shall be construed as granting Recipient any license or right to use any of the Company's intellectual property.

3.4 Use Restrictions

Recipient agrees that all Work Product created during the advisory, including without limitation any code, models, data, or related materials, may not be reused, repurposed, disclosed, posted publicly (including on code repositories or forums), or integrated into other software, platforms, or applications outside the scope of the Company without the Company's prior written consent. This restriction applies both during and after the Advisory Period, to the fullest extent permitted by law.

4. Miscellaneous

4.1 Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Boston, Massachusetts, and the parties hereby consent to the personal jurisdiction of such courts.

4.2 Injunctive Relief

The Company shall be entitled to seek injunctive relief, specific performance, and other equitable remedies to prevent or remedy any breach or threatened breach of this Agreement, in addition to any other remedies available at law or in equity.

4.3 Assignment

Recipient may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Company. The Company may assign this Agreement to any affiliate or successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.

4.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the intended economic effect of the original provision.

4.5 Term

This Agreement shall become effective as of the date first written above and shall continue indefinitely, without expiration or lapse. The Recipient's obligations regarding confidentiality (Section 2) and intellectual property (Section 3), including the Company's exclusive rights to all

Work Product, shall survive termination of the advisory or any cessation of engagement with the Company and shall remain binding in perpetuity, to the fullest extent permitted by law.

4.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, both written and oral, relating to confidentiality and intellectual property during the advisory.

4.7 Amendments

Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both Parties.

4.8 Counterparts

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4.9 Notices

All notices under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail (return receipt requested), or reputable overnight courier to the respective addresses of the parties as set forth above, or to such other address as a party may designate in writing from time to time. Notices shall be deemed effective upon receipt.

4.10 Legal Fees. In the event of any dispute arising from or related to this Agreement, if a court of competent jurisdiction finds that the Recipient has breached any material provision of this Agreement, the Recipient shall reimburse the Company for all reasonable attorney's fees, costs, and expenses incurred by the Company in enforcing its rights hereunder.

[Signature section follows]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

COMPANY

AriesView

Michele Palestro

Name: Michele Palestro
Title: Managing Director
Address for Notices:
472 West Broadway
Unit 502
Boston, MA 02127

RECIPIENT

Name: Anish Reddy Illuri

Title: Intern
Address for Notices:
2138 7th Street
East Meadow, NY - 11554