

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is entered into between Company A, a Texas corporation located at 456 ABC Parkway, Suite 300 Plano, TX 75093 (the “Company”) and Company B, a Texas limited liability company located at 123 North Street, 14<sup>th</sup> Floor, Chicago, IL 60606, (the “Customer”). This Agreement is effective as of December 12, 2025 (the “Effective Date”). In this Agreement, Company and the Customer are referred to together as the “Parties” and individually as “Party”.

The Parties are in the process of evaluating a potential transaction with respect to develop/buy software and for any new services / transactions that parties may agree to undertake or explore in addition to the scope of work covered herein (collectively referred to as the “Proposed Transaction”). In connection with the Proposed Transaction, the Parties may deliver to each other certain information about its assets, business, and other related documents. The Party which shares information about its assets, business, intellectual property, and other related documents will be known as the “Disclosing Party” and the other party the “Receiving Party.” The Parties are therefore entering into this Agreement to set down the obligation of the Receiving Party to maintain the confidentiality of the documents and information received by it from the Disclosing Party.

The Parties may disclose to each other certain confidential and proprietary written and oral business and technical information and other proprietary data in connection with the Proposed Relationship (as defined below). The disclosure of the Confidential Information (as defined below) is solely for the purpose of establishing and continuing the Proposed Relationship, and such Confidential Information shall be used for no other purpose.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement and other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties agree as follows:

### SECTION ONE. NONDISCLOSURE

1.01. Confidential Information. Both Parties acknowledges that in reliance on this Agreement, the Disclosing Party may give access to or allow Receiving Party to become acquainted with certain trade secrets and confidential information including, but not limited to, computer programs, data bases, libraries, subroutines, macros, and other computer systems and software, algorithms, programming and design techniques, inventions, technology, products, product specifications, processes, procedures, machinery, apparatus, manufacturing and production methods and information, business affairs, know-how, research and development data, client information, proprietary information of clients and third parties, and financial and other records, and modifications and improvements thereof (the “Confidential Information”).

The Receiving Party acknowledges that Disclosing Party does business in an industry where information and business relationships developed through time and experience are vital to being competitive in the industry. The Receiving Party will disclose to Employee(s) on a need-

to-know basis directories, lists, databases, digital files, digital images, documents, invoices, memorandum, correspondence, notes, and other information that disclose facts about specific vendors, suppliers and customers that are not public knowledge and proprietary to Disclosing Party's relationship with such vendors, suppliers, and customers. Although the identities of such vendors, suppliers and customers may be found through public sources such as telephone directories, the internet, and other industry sources, it is the proprietary facts and information, as described above, that identify the specific vendors, suppliers and customers that provide competitive benefit, and make even the identities of vendors, suppliers and customers confidential information and trade secrets. Therefore, Disclosing Party regards any proprietary information pertaining to its vendors, suppliers and customers contained in directories, lists, databases, digital files, digital images, documents, invoices, memorandum, correspondence, notes, and other recorded, written, electronic, visual, or audio format to also constitute Confidential Information.

1.02. Exceptions. Notwithstanding anything to the contrary in the Agreement, Confidential Information does not include information that (i) is lawfully made available to the general public, (ii) is or becomes generally known to the public not as a result of a disclosure by the Receiving Party, (iii) is rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party, (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party, or (v) is received by the Receiving Party in good faith and without restriction from a third party not under a confidentiality obligation to the Disclosing Party and having the right to make such disclosure. If the Receiving Party is required by law to disclose Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing in advance of such disclosure and provide the Disclosing Party with copies of any related information so that the Disclosing Party may take appropriate action, at its sole cost and expense, to protect the Confidential Information.

1.03. Nondisclosure. In the course of the performance of Proposed Transaction, the Receiving Party may receive or have access to the Confidential Information of the Disclosing Party. Receiving Party's engagement by Disclosing Party may bring it into close contact with Confidential Information of Disclosing Party or third parties with whom Disclosing Party conducts business and Receiving Party shall also disclose its Confidential Information to Disclosing Party during the course of providing the Proposed Transaction. In recognition of the foregoing, the Receiving Party covenants and agrees that:

- a. it shall keep and maintain all Confidential Information of the Disclosing Party in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure.
- a. it shall use and disclose Confidential Information of the Disclosing Party solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement, and shall not use or disclose Confidential Information for its own purposes or for the benefit of anyone other than the Disclosing Party.
- a. it shall not, directly or indirectly, disclose Confidential Information to any third party other than the Receiving Party's employees,

agents, who have a need to know such Confidential Information, except as permitted under the terms of this Agreement and that such Confidential Information shall not be disclosed except if the party to whom such Confidential Information is being disclosed to undertakes similar confidentiality obligations as contained in this Agreement.

1.04. Use of Information by Recipient. The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and permitted agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder. The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

1.05. Return of Confidential Information. The receiving Party will promptly, after receiving a written request by the disclosing Party, return or destroy (at the receiving Party's option) all Confidential Information furnished to it and/or any of its Representatives by or on behalf of the disclosing Party. Notwithstanding the foregoing, the receiving Party: (a) shall not be required to return or destroy any Confidential Information to the extent that it is otherwise required by law, regulation, rule or practice governing the receiving Party's professionals or its bona fide document retention policies; (b) will not be obligated to erase any Confidential Information that is contained in any archived computer system backup in accordance with its security and/or disaster recovery procedures; and (c) may retain copies of Confidential Information prepared for archival or record retention purposes, in each case, the receiving Party shall continue to be bound by its obligations of confidentiality and other obligations and agreements under this Agreement, in accordance with its terms. At the written request of the

disclosing Party made at the time of its request for the return and/or destruction of Confidential Information, the return and/or destruction of materials in accordance with the foregoing shall be certified to the disclosing Party in writing (which may be by email) by an authorized representative of the receiving Party.

1.06. Procedure to Protect. Each Party represents and covenants that it will protect the Confidential Information of the other Party in accordance with prudent business practices and will use the same degree of care to protect the other Party's Confidential Information that it uses to protect its own confidential information of a similar type.

## SECTION TWO. GENERAL TERMS AND CONDITIONS

2.01. Assignability. Neither Party may assign this Agreement without expressed written consent from the other Party.

2.02. Severability. If any court of competent jurisdiction should determine that any term or terms of this Agreement are too broad in terms of time, geographic area, lines of commerce or otherwise, such court shall modify and revise any such term or terms so that they shall comply with application law; in such case, all the remaining terms of this Agreement, together with such modified term or terms, shall remain in full force and effect.

2.03. Injunctive Relief. The Receiving Party recognizes that the restrictions and covenants contained in this Agreement are reasonable and necessary for the protection of the legitimate business interests and goodwill of the Disclosing Party. Both Parties acknowledges that any material breach or violation of the restrictions and covenants contained in this Agreement will cause substantial damages and irreparable harm for which there is no adequate remedy at law. Thus, in addition to any other remedies, the Disclosing Party will each be entitled to seek temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages or posting bond or other security.

2.04. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas, without regard for the provisions thereof relating to choice of law. Any lawsuit filed in connection with this Agreement shall be filed exclusively in Collin County, Texas.

2.05. No License. No right or license whatsoever is granted with respect to the Confidential Information or otherwise. Notwithstanding the foregoing, the Parties acknowledge that some general industry knowledge (i.e., general public knowledge that is not Confidential Information) may be gained or learned by the other Party when reviewing the Confidential Information and such general knowledge may not be separated from a Party's overall knowledge

thereafter. As such, provided the Party does not disclose any Confidential Information to a third party in violation of this Agreement or disclose any information otherwise subject to the terms and obligations herein, this general knowledge shall be permitted to be used in the ordinary course of the Party's business.

2.06. Authority to Contract. Each Party represents that it has the full power and authority to enter into this Agreement and to grant the rights herein conveyed. Each Party further represents that it has not entered, nor will it enter, into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

2.07. Entire Agreement. This Agreement expresses the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning the subject matter of this Agreement.

2.08. Attorney Fees. If either Party should file a lawsuit against the other to enforce any right such Party has hereunder, the prevailing Party shall also be entitled to recover a reasonable attorneys' fee and costs of suit in addition to any other relief awarded such prevailing party.

2.09. Counsel. Each of the undersigned has read this Agreement, has had the opportunity to consult with legal counsel concerning the matters contained herein, and has either obtained legal counsel with respect to such matters and the execution of this Agreement, or has voluntarily waived such right.

2.10. Proposed Relationship of Parties. The execution of this Agreement does not establish a partnership, joint venture, or principal-agent relationship between the Parties, and neither Party shall so represent. Further it is acknowledged and agreed that no contract or agreement exists between the Parties regarding the Proposed Relationship unless and until a definitive agreement has been executed between the Parties. Nothing herein shall obligate either Party to proceed with any transaction between the Parties, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Proposed Relationship.

2.11. No Representation or Warranty. CONFIDENTIAL INFORMATION MADE AVAILABLE IS PROVIDED "AS IS," AND THE DISCLOSING PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NONINFRINGEMENT.

2.12. Term. The term of this Agreement commences upon the signature of an authorized representative of each Party and shall survive for two (2) years. Upon termination of the Agreement, the Receiving Party will immediately cease to use any Confidential Information in any manner.

2.13. Nature of the Arrangement. This Agreement shall not create any obligation on the Parties to proceed with the Proposed Transaction or to enter into any definitive documents with the Receiving Party in relation to the Proposed Transaction. Nothing contained in this Agreement shall restrict the Parties from participating in discussions with or entering into any contract or understanding with any person other than the Receiving Party in relation to the Proposed Transaction or the execution of an agreement similar in nature to this Agreement with such person.

2.14. Publicity and Promotion. Except as permitted herein, or in a definitive agreement relating to the Proposed Relationship, neither Party shall (i) use the names(s), trademark(s), or trade name(s) (whether registered or not) of the other Party or (ii) publicly refer to the other Party or the existence of this Agreement, in publicity releases, promotional materials, business plans, investment memoranda, announcements, or advertising or in any other manner, without securing the other Party's prior written approval.

This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

**Company A**

Signed:

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Name: Harry Potter

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Title: CEO

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Date:

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**Company B**

Signed:

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Name: Tom Riddle

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Title: Managing Director

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Date:

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