

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made and entered into as of the date last signed (the “Effective Date”) by and between LeadDot, LLC, a Wyoming Limited Liability Company (“Company” or “LeadDot”), and the party set forth in the signature block.

1. **Purpose.** The parties wish to explore a potential business opportunity of mutual interest and benefit, specifically the technical development of a software program (the “Purpose”). In connection with the Purpose, each party may disclose to the other party certain confidential technical and business information that the disclosing party desires to treat as confidential.

2. **“Confidential Information”** means any information disclosed by either party to the other party, either directly or indirectly in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary, including but not limited to: customer lists, client lists, internal controls, business, technical and financial information, computer, data processing, and communications architectures, systems, applications, programs, and routines; business affairs, planning and methods, and proposed methods of conducting business; source code; know-how; other trade secrets of any kind; and long-term plans and goals; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

3. **Exceptions.** Notwithstanding Section 2, Confidential Information shall not include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party; (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

4. **Permitted Use.** The receiving party may only use the disclosing party's Confidential Information in connection with the Purpose for the mutual benefit of both parties. Neither Party shall make any copies of the other Party's Confidential Information unless the disclosing Party previously approves the same in writing. Each Party shall reproduce the other Party's proprietary rights and confidentiality notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. **Maintenance of Confidentiality.** The receiving party will maintain the confidentiality of the disclosing party's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event, less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to any third parties except (i) to the receiving party's agents and contractors and who have a need to know such information in connection with the Purpose and have agreed to

abide by non-disclosure terms at least as protective of the disclosing party's Confidential Information as those set forth herein and (ii) to the receiving party's Affiliates (as defined below), provided that the receiving party shall ensure that each such Affiliate abides by the terms of this Agreement. Notwithstanding the foregoing, Company may disclose Confidential Information of the other party to its issuing banks who have a need to know such information in connection with the Purpose and have agreed to abide by non-disclosure terms at least as protective of the disclosing party's Confidential Information as those set forth herein. Liability for damages due to disclosure of the Confidential Information by any such third party shall be with the party that disclosed the Confidential Information to the third party. For purposes of this Agreement, “Affiliate” means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with such Person. “Control” means the possession, direct or indirect, of the power to vote fifty-one percent (51%) or more of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise. “Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, trust, association, organization or other entity, or any governmental authority.

6. **Disclosure Required by Law.** In the event the receiving party is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the disclosing party's Confidential Information, the receiving party shall promptly notify the disclosing party in writing of the existence, terms, and circumstances surrounding such required disclosure so that the disclosing party may seek a protective order or other appropriate relief from the proper authority. The receiving party shall cooperate with the disclosing party in seeking such order or other relief. If the receiving party is nonetheless required to disclose the disclosing party's Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.

7. **No Obligation.** Nothing herein shall obligate either party to engage in any business transaction, concerning the Purpose or otherwise. Each party reserves the right, in its sole discretion, to terminate the discussions concerning the Purpose at any time. If the parties reach a final agreement for a business relationship, such agreement shall not be binding until reflected in a written agreement to be executed by both parties (such agreement being the “Definitive Agreement”).

8. **Duration of Protection.** The obligations set forth herein with respect to the disclosing party's Confidential Information shall continue and survive until the two (2) year anniversary of the termination of this Agreement; provided, however, that trade secrets among a party's Confidential Information shall continue to be protected by this Agreement until such information is no longer Confidential Information because it is covered by an exception set forth in Section 3.

9. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of two (2) years. Upon

termination of this Agreement, this Agreement shall survive pursuant to Section 8.

10. **Ownership and No License.** All of the disclosing party's Confidential Information shall remain the sole property of the disclosing party. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

11. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Return of Materials.** All documents and other tangible objects containing or representing the disclosing party's Confidential Information and all copies thereof that are in the possession of the receiving party shall be promptly returned to the disclosing party upon the disclosing party's request.

13. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the disclosing party and the disclosing party's business, and expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable


injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting bond.

14. **Miscellaneous.** This Agreement shall be governed by the laws of the Wyoming, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in Laramie County, Wyoming and the parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution. The rights and obligations under this Agreement may not be assigned or delegated by either party without the prior written consent of the other party, and any such purported assignment or delegation without such consent shall be void. Company may assign its rights and obligations under this Agreement to any entity that controls, is controlled by, or is under common control with Company. Any requested consent to assignment will not be unreasonably withheld by a party, unless the entity to which the assignment is to be made is a direct competitor of the non-assigning party (in which case, consent shall be in the sole discretion of the non-assigning party).

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

LEADDOT, LLC

KOCH R.A.I., L.L.C.

By: 
(Signature of Authorized Officer)

By: _____
(Signature of Authorized Officer)

Name: TATIANA CRUZ
(Print Name of Authorized Officer)

Name: _____
(Print Name of Authorized Officer)

Title: FOUNDING MEMBER
(Title of Officer)

Title: _____
(Title of Officer)

Date: 01/21/2021

Date: _____

Address:
109 East 17th Street Suite 470
Cheyenne, WY 82001

Address:
409 Belvedere Lane
Waxhaw, NC 28173