

MUTUAL NON-DISCLOSURE AGREEMENT

ENHANCED VERSION 3.0 - INVESTOR DUE DILIGENCE

Effective Date: _____ [Date]

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered into as of the Effective Date by and between

DISCLOSING PARTY: Velocity Automation Corp, a Delaware corporation, owner and operator of **Velocity** (registered trademark), with its principal place of business located in the United States (hereinafter referred to as the "**Company**"); and

RECEIVING PARTY: The undersigned individual or entity identified on the signature page hereto (hereinafter referred to as the "**Investor**" or "**Recipient**").

(The Company and Recipient are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".)

RECITALS

WHEREAS, the Company is engaged in the business of developing, marketing, and providing an AI-powered Software-as-a-Service (SaaS) Customer Relationship Management (CRM) platform known as Risivo™;

WHEREAS, the Recipient has expressed an interest in evaluating a potential investment opportunity, partnership, or business relationship with the Company;

WHEREAS, in connection with such evaluation, the Parties anticipate the exchange of highly confidential information, including technical, and financial information, including proprietary trade secrets and intellectual property; and

WHEREAS, the Parties desire to establish terms governing the use and protection of such information.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to the following:

ARTICLE 1: DEFINITIONS

1.1 "**Confidential Information**" means any and all information disclosed by the Company to the Recipient, whether orally, in writing, electronically, or in other tangible or intangible forms, that is marked or designated as "Confidential" or "Proprietary," or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

- a. Financial information, including financial projections, cap tables, term sheets, valuation models, and financial statements;
- b. Business information, including pitch decks, business plans, marketing strategies, customer lists, pricing, supplier agreements, and partnership agreements;
- c. Technical information, including product roadmaps, technical specifications, software architecture, source code, object code, algorithms, API specifications, AI models, machine learning datasets, and training data;
- d. Intellectual property, trade secrets, proprietary processes, inventions, know-how, and patents (filed or unfiled);
- e. Competitive analysis, market research, and due diligence materials; and

f. Any notes, analyses, compilations, studies, or other documents prepared by the Recipient or its Representatives that contain or reflect such information.

1.2 **"Representatives"** means the Recipient's officers, directors, employees, partners, agents, advisors, accountants, and consultants who have a specific need to know the Confidential Information for the Permitted Purpose.

1.3 **"Permitted Purpose"** means the sole purpose of evaluating a potential investment in, or strategic transaction with, the Company.

ARTICLE 2: CONFIDENTIAL INFORMATION - DISCLOSURE AND USE

2.1 **Scope of Disclosure.** The Company may, at its sole discretion, disclose Confidential Information to the Recipient. Nothing in this Agreement obligates the Company to disclose any particular information.

2.2 **Use Restrictions.** The Recipient shall use the Confidential Information solely for the Permitted Purpose and no other purpose whatsoever. The Recipient shall not use the Confidential Information for its own benefit, the benefit of any third party, or to the detriment of the Company.

2.3 **Need-to-Know Basis.** The Recipient may disclose Confidential Information only to its Representatives who (a) have a legitimate need to know such information for the Permitted Purpose, (b) are informed of the confidential nature of the information, and (c) are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

2.4 **Standard of Care.** The Recipient shall protect the Confidential Information by using the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information.

2.5 **No Reverse Engineering.** The Recipient agrees not to copy, alter, modify, disassemble, reverse engineer, or decompile any of the software, technology, or tangible objects provided by the Company to the Recipient.

ARTICLE 3: OBLIGATIONS OF RECIPIENT

3.1 **Maintain Confidentiality.** The Recipient agrees to keep all Confidential Information strictly confidential and not to disclose it to any third party without the prior written consent of the Company.

3.2 **Limit Use.** The Recipient shall strictly limit the use of Confidential Information to the Permitted Purpose.

3.3 **Protect Information.** The Recipient shall implement and maintain appropriate security measures to protect Confidential Information, including but not limited to encryption for electronic data, secure physical storage of hard copies, rigorous access controls, and strong password protection.

3.4 **Restrict Access.** Access to Confidential Information shall be restricted strictly to authorized Representatives of the Recipient.

3.5 **Bind Representatives.** The Recipient guarantees that all Representatives given access to Confidential Information have signed written confidentiality agreements or are bound by professional ethical duties protecting such information.

3.6 **Responsibility for Representatives.** The Recipient shall be responsible for any breach of this Agreement by its Representatives. A breach by a Representative shall be deemed a breach by the Recipient.

3.7 **No Copies.** The Recipient shall not make copies of Confidential Information except as reasonably necessary for the Permitted Purpose. All copies shall be subject to the same restrictions as the original and shall be clearly marked as confidential.

ARTICLE 4: NON-SOLICITATION

4.1 Employee/Contractor Non-Solicitation. For a period of twenty-four (24) months from the date of disclosure of Confidential Information, the Recipient agrees not to, directly or indirectly, solicit, recruit, hire, or engage any employee, contractor, consultant, or advisor of the Company.

4.2 Customer/Partner Non-Solicitation. For a period of twenty-four (24) months from the date of the last disclosure of Confidential Information, the Recipient agrees not to solicit, induce, or attempt to induce any customer, partner, supplier, or business relationship of the Company to terminate or reduce their relationship with the Company.

4.3 Exception. General public job postings not specifically targeted at the Company's personnel shall not be considered a violation of this Article.

ARTICLE 5: NON-CIRCUMVENTION

5.1 No Direct Dealing. The Recipient agrees that it shall not, for a period of twenty-four (24) months from the date of disclosure, circumvent the Company to deal directly with any of the Company's customers, partners, licensors, investors, or other business relationships introduced or disclosed to the Recipient during the Non-Circumvention Period.

5.2 Introduction Requirement. Any business relationship involving parties introduced by the Company shall be facilitated through the Company unless written consent is obtained.

ARTICLE 6: LIMITED NON-COMPETE

6.1 Prohibition. The Recipient agrees that, for a period of eighteen (18) months from the Effective Date, it shall not develop, fund, invest in, acquire, or provide services to any business entity that directly competes with the Company's Risivo™ CRM platform or utilizes the Confidential Information for competitive purposes.

6.2 Scope. This restriction is limited to SaaS platforms specifically focused on Customer Relationship Management (CRM) and marketing automation targeting the same customer segments as Risivo™.

6.3 Geographic Scope. Given the internet-based nature of the Company's business, this restriction applies worldwide.

6.4 Exception. Pre-existing investments held by the Recipient prior to the Effective Date are exempt from this provision, provided they are disclosed to the Company in writing within ten (10) days of the Effective Date.

ARTICLE 7: EXCEPTIONS TO CONFIDENTIAL INFORMATION

Confidential Information shall not include information that: (a) is or becomes publicly known through no fault or omission of the Recipient; (b) was in the Recipient's lawful possession prior to the disclosure, as evidenced by independent records; (c) is rightfully disclosed to the Recipient by a third party without restriction on disclosure; (d) is independently developed by the Recipient without use of or reference to the Confidential Information, as evidenced by written records; or (e) is required to be disclosed by law, court order, or government regulation, provided the Recipient provides the Company prompt written notice to allow the Company to seek a protective order.

7.6 Burden of Proof. The Recipient bears the burden of proving that any of the foregoing exceptions apply.

7.7 Required Documentation. Any claim of exception must be supported by contemporaneous written documentation.

ARTICLE 8: RESIDUAL INFORMATION CLAUSE

8.1 No Residuals Exception. The Recipient acknowledges that "residual knowledge" or information retained in the unaided memory of its personnel does NOT constitute an exception to the confidentiality obligations of this Agreement.

8.2 Ideas and Concepts Protected. All ideas, concepts, know-how, methodologies, and techniques disclosed by the Company remain Confidential Information regardless of whether they are retained in memory.

8.3 No Implied License. Retention of information in memory does not grant any license or right to use the information.

ARTICLE 9: RETURN OR DESTRUCTION OF MATERIALS

9.1 Upon Request or Termination. Upon the Company's written request or the termination of discussion, the Recipient must immediately return or destroy all Confidential Information, including all copies, notes, summaries, and analyses.

9.2 Certification. The Recipient must provide a written certification of compliance signed by an authorized officer within ten (10) business days of such request.

9.3 Audit Rights. The Company reserves the right to audit the Recipient's compliance with this Article upon written notice (48) hours' notice during normal business hours.

9.4 Electronic Data. Electronic data must be permanently deleted from all active systems, including back-up systems, storage, and mobile devices, with certification of such deletion.

9.5 Exception. One archival copy may be retained by the Recipient's legal counsel solely for record-keeping and compliance purposes, subject to the ongoing confidentiality obligations of this Agreement.

ARTICLE 10: DATA SECURITY REQUIREMENTS

10.1 Encryption. All electronic Confidential Information must be stored using industry-standard encryption (or equivalent).

10.2 Access Controls. Multi-factor authentication (MFA) is required for access to any system storing the Confidential Information.

10.3 Secure Storage. Physical documents must be stored in locked, secure locations when not in use.

10.4 Transmission. Confidential Information shall be transmitted only via encrypted channels; unencrypted transmission is prohibited.

10.5 Data Breach Notification. The Recipient must notify the Company immediately (and in no event later than 24 hours) upon discovery of any actual or suspected breach of security, unauthorized access, or loss of Confidential Information.

ARTICLE 11: NO LICENSE OR RIGHTS GRANTED

This Agreement does not grant the Recipient any license, intellectual property rights, ownership interest, or other rights whatsoever in or to the Confidential Information. All Confidential Information and all intellectual property rights therein remain the sole and exclusive property of Velocity Automation Corp and Risivo™.

ARTICLE 12: NO OBLIGATION TO TRANSACT

This Agreement does not create any obligation on either Party to enter into any business relationship or transaction. The Company reserves the right, in its sole discretion, to reject any and all proposals and to terminate discussions at any time.

ARTICLE 13: NO PUBLICITY OR ANNOUNCEMENTS

13.1 Mutual Consent Required. Neither Party may issue press releases, public statements, or social media announcements regarding this Agreement, the discussions between the Parties, or the Confidential Information, without the prior written consent of the other Party.

13.2 Confidential Relationship. The very existence of discussions between the Parties and the existence of this Agreement shall be treated as Confidential Information.

ARTICLE 14: STANDSTILL PROVISION

14.1 No Hostile Actions. The Recipient agrees that, for a period of eighteen (18) months from the Effective Date, it shall not, without the prior written invitation of the Company's Board of Directors: (a) acquire or offer to acquire securities or assets of the Company; (b) propose any merger, acquisition, or business combination involving the Company; (c) make any public announcement regarding such transactions; (d) seek representation on the Company's Board of Directors; or (e) take any action to influence or control the management or policies of the Company.

ARTICLE 15: EXPORT CONTROL COMPLIANCE

15.1 U.S. Export Laws. The Recipient acknowledges that the Confidential Information may be subject to U.S. export control laws, including the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR).

15.2 Compliance. The Recipient agrees to strictly comply with all applicable export control laws and regulations.

15.3 No Unauthorized Export. The Recipient shall not transfer, export, or re-export any Confidential Information to any foreign person or country without proper authorization.

ARTICLE 16: TERM, SURVIVAL, AND TERMINATION

16.1 Term. This Agreement shall remain in effect for a period of three (3) years from the Effective Date, unless terminated by written agreement.

16.2 Survival. Notwithstanding the foregoing, the obligations of confidentiality regarding trade secrets shall survive indefinitely. The obligations regarding other Confidential Information shall survive for five (5) years after termination.

16.3 Survival of Provisions. The obligations set forth in Articles 4 (Non-Solicitation), 5 (Non-Circumvention), 6 (Compete), 9 (Return of Materials), 11 (No License), 18 (Liquidated Damages), and 19 (Indemnification) shall survive the termination of this Agreement in accordance with their specific terms.

ARTICLE 17: REMEDIES

17.1 Injunctive Relief. The Recipient acknowledges that any breach or threatened breach of this Agreement may cause the Company irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Company shall be entitled to seek immediate injunctive relief and specific performance to enforce this Agreement without the necessity of posting any bond or proving actual damages.

17.2 Cumulative Remedies. All remedies provided herein are cumulative and in addition to all other remedies available at law or in equity.

ARTICLE 18: LIQUIDATED DAMAGES

18.1 **Minimum Damages.** In addition to other remedies, the Recipient agrees to pay liquidated damages in the amount of one hundred thousand dollars (\$100,000) for each material breach of this Agreement. The Parties agree that this amount is a reasonable estimate of the minimum damages the Company would suffer and is not a penalty.

18.2 **Multiple Breaches.** Each distinct unauthorized disclosure or use shall constitute a separate violation.

18.3 **Not Exclusive.** These liquidated damages do not limit the Company's right to prove and recover actual damages in excess of this amount.

ARTICLE 19: INDEMNIFICATION

19.1 **Recipient's Indemnification.** The Recipient agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from: (a) any breach of this Agreement by the Recipient or its Representatives; (b) any unauthorized disclosure or use of Confidential Information; or (c) the negligence or willful misconduct by the Recipient.

ARTICLE 20: ATTORNEY'S FEES AND COSTS

20.1 **Prevailing Party.** In any legal action, arbitration, or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, expert witness fees, court costs, and other expenses incurred in such proceeding and any appeal.

ARTICLE 21: AUDIT RIGHTS

21.1 **Right to Audit.** The Company shall have the right, upon forty-eight (48) hours' written notice, to audit the Recipient's records and systems to verify compliance with this Agreement. Such audit shall be conducted during normal business hours.

21.2 **Cost.** The Company shall bear the cost of the audit, unless the audit reveals a material breach, in which case the Recipient shall pay all reasonable costs of the audit.

ARTICLE 22: NOTICE REQUIREMENTS

22.1 **Method.** All notices required or permitted under this Agreement must be in writing and delivered by: (a) personal delivery; (b) certified mail, return receipt requested; (c) recognized overnight courier (e.g., FedEx, UPS); or (d) email, with confirmation of receipt.

22.2 **Effective Date.** Notices are deemed effective upon receipt (if personal or email) or three (3) business days after mailing.

ARTICLE 23: ELECTRONIC SIGNATURE AND ACKNOWLEDGMENT

The Parties agree that this Agreement may be executed by electronic signature, which shall have the same legal force and effect as a handwritten signature. By signing electronically, the Recipient: (a) consents to be legally bound by this Agreement under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the Uniform Electronic Transactions Act (UETA); (b) represents they have the full legal capacity and authority to enter into this Agreement; (c) acknowledges that technical metadata (IP address, timestamp) may be recorded for verification purposes; and (d) waives any objection to the admissibility of this Agreement based on its electronic form.

ARTICLE 24: GOVERNING LAW AND JURISDICTION

24.1 **Delaware Law.** This Agreement shall be governed by and construed in accordance with the internal law of the State of Delaware, without giving effect to any choice or conflict of law provision.

24.2 **Exclusive Jurisdiction.** Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware.

24.3 **Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury.

ARTICLE 25: DISPUTE RESOLUTION

25.1 **Good Faith Negotiation.** In the event of a dispute, the Parties agree to attempt to resolve the matter through good faith negotiations between senior executives for a period of thirty (30) days before commencing litigation.

25.2 **No Bar to Injunctive Relief.** The requirement to negotiate shall not prevent either Party from seeking injunctive relief for a breach or threatened breach of confidentiality.

ARTICLE 26: GENERAL PROVISIONS

26.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements.

26.2 **Amendments.** No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

26.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

26.4 **Assignment.** The Recipient may not assign this Agreement without the Company’s prior written consent. The Company may assign this Agreement freely.

COMPANY:
VELOCITY AUTOMATION CORP.

RECIPIENT/INVESTOR:
[RECIPIENT ENTITY NAME]

By: **Jean Pierre Francois**
Title: Director and Founder
Date: _____
Email: _____

By (Signature): _____
Name (Print): _____
Title: _____
Date: _____
Address: _____

SCHEDULE A

AUTHORIZED REPRESENTATIVES

The Recipient designates the following individuals as "Representatives" authorized to receive Confidential Information pursuant to this Agreement:

1. _____
2. _____
3. _____
4. _____
5. _____

(Additional names may be attached on a separate sheet signed by Recipient)

SCHEDULE B

PERMITTED PURPOSE

The Confidential Information is disclosed solely for the following purpose:

Evaluation of a potential investment in Velocity Automation Corp. (Series Seed / Pre-Seed Round) and analysis of the Risivo™ CRM platform technology, business model, and financial projections for the purpose of determining investment viability.