**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is dated August 6, 2024 (“**Effective Date**”), by and between People Corp Inc., having a place of business at 225 Drake St, Floor 7, San Francisco, CA 94104 (“**Provider**”), and Animal Corp LLC, having a place of business at 111 Neptune Drive, Colonia, NJ 07067 (“**Customer**”). Provider and Customer are individually referred to herein as a “**Party**,” and collectively, as the “**Parties**.” In consideration of the mutual covenants contained herein, Provider and Customer, intending to be legally bound hereby, agree to the following:

**1. Business Purpose.** In connection with the Parties evaluation and/or discussions relating to a potential business opportunity regarding embedded generative artificial intelligence solutions (the “**Business Purpose**”), the Parties have disclosed, or may disclose, to each other Confidential Information (as defined below), which information shall be subject to the terms and conditions of this Agreement.

**2. Definitions.** “**Confidential Information**” means information disclosed by, or on behalf of, the Disclosing Party or to which the Receiving Party has access in connection with this Agreement, including, but not limited to, information relating to the Disclosing Party’s materials, products, technology, software, methods, processes, services, customers, research and development, pricing, business plans and financial and marketing plans, irrespective of the form of communication, whether shared prior to or after the Effective Date, and any and all replications thereof; “**Disclosing Party**” means the Party, including its Affiliates and Representatives, that discloses information to the Receiving Party; “**Receiving Party**” means the Party, including its Affiliates and Representatives, that receives information from, or has access to information of, the Disclosing Party; “**Affiliate**” means, with respect to (a) Customer, Standard Building Solutions Inc. and its direct and indirect subsidiaries; and (b) Provider, any entity that controls or is controlled by Provider; and “**Representatives**” means a Party’s and its Affiliates’ directors, officers, employees, consultants, independent contractors and advisors (including without limitation any legal, tax and financial advisors).

**3. Treatment of Confidential Information.** The Receiving Party shall (a) hold the Disclosing Party’s Confidential Information in strict confidence and safeguard it with the same degree of care that the Receiving Party treats its own confidential and proprietary information of a like nature, but never with less than reasonable care; (b) not disclose the Disclosing Party’s Confidential Information to any person or entity, except as expressly permitted by this Agreement; and (c) use the Disclosing Party’s Confidential Information solely for the Business Purpose. The Receiving Party may disclose to and permit use of the Disclosing Party’s Confidential Information by its Affiliates and Representatives, in each case, with a need to know such Confidential Information for the Business Purpose and who are bound by obligations with respect to such Confidential Information that are no less restrictive than those set forth in this Agreement. The Receiving Party shall be responsible and liable for its Affiliates’ and Representatives’ breach of this Agreement. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information, assist the Disclosing Party in remedying such unauthorized use or disclosure and take all reasonable steps to prevent any such further unauthorized use or disclosure.

**4. Exclusions.** The term “Confidential Information” specifically does not include any information which is (a) in or comes into the public domain other than as a result of a wrongful disclosure by the Receiving Party; (b) rightfully received from a third party without any obligation of confidentiality; (c) previously known to the Receiving Party without any limitation on its use or disclosure; or (d) independently developed by the Receiving Party without use of or reference to any of the Disclosing Party’s Confidential Information and without violating any of its obligations under this Agreement. Further, if the Receiving Party becomes legally compelled by judicial decree, civil or regulatory investigative demand or similar process to disclose the Disclosing Party’s Confidential Information, the Receiving Party will (i) to the extent legally permissible, make reasonable efforts to provide the Disclosing Party with prompt notice of such requirement prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement; (ii) furnish only that portion of the Disclosing Party’s Confidential Information which it is legally required to so furnish; and (iii) at the request of the Disclosing Party, use reasonable efforts to obtain assurances that confidential treatment will be accorded the Disclosing Party’s Confidential Information, it being understood that such reasonable efforts will be at the cost and expense of the Disclosing Party.

**5. Return of Confidential Information.** On the Disclosing Party’s request or the termination or expiration of this Agreement, the Receiving Party will promptly return, or at the Disclosing Party’s option destroy, all of the Disclosing Party’s Confidential Information in the Receiving Party’s possession or control. Notwithstanding the foregoing, the Receiving Party may retain archival copies of the Disclosing Party’s Confidential Information solely as required to comply with law or the Receiving Party’s normal document retention practices; provided, however, that all of the Disclosing Party’s Confidential Information retained pursuant to the foregoing shall at all times remain subject to the terms and conditions of this Agreement and shall be securely and irreversibly destroyed when such information is no longer required to be retained to comply with law or the Receiving Party’s normal document retention practices. Upon the Disclosing Party’s request, the Receiving Party will provide, from a corporate officer, a confirmation of the Receiving Party’s compliance with its obligations in this Section.

**6. Equitable Relief.** The Receiving Party acknowledges that an actual or threatened breach of any provision of this Agreement is likely to cause the Disclosing Party substantial and irreparable harm for which money damages will be inadequate and, therefore, in the event of any such actual or threatened breach, in addition to other remedies that may be available to the Disclosing Party, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief, without the need to post a bond or other security therefor.

**7. Proprietary Rights.** As between the Parties, all of the Disclosing Party’s Confidential Information remains the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any right or license to the Receiving Party in or to: (a) the Disclosing Party’s Confidential Information (except the limited right to use the Disclosing Party’s Confidential Information for the Business Purpose); or (b) any intellectual property right of the Disclosing Party. The Receiving Party shall not file any patent applications containing the Disclosing Party’s Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party shall not reverse engineer the Disclosing Party’s Confidential Information, except as required in connection with the Business Purpose. Any analyses, compilations, studies, modifications, or other embodiments or derivatives of Confidential Information prepared by the Receiving Party shall be owned by the Disclosing Party and treated as Confidential Information to the extent such materials contain, are based upon, or otherwise reflect the Confidential Information.

**8. No Warranty; No Obligation to Disclose or Negotiate.** All Confidential Information is provided by the Disclosing Party “as is” and without warranties and representations of any kind, whether express or implied, including, without limitation, warranties or conditions of fitness for a particular purpose, merchantability, title and non-infringement. Nothing contained herein will obligate the Disclosing Party to disclose any information to the Receiving Party or to enter into or negotiate a definitive agreement regarding the Business Purpose or any other business arrangement.

**9. Development of Products.** Nothing in this Agreement shall prohibit or restrict either Party’s right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other Party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement. Each Party acknowledges that the other Party may already possess or

**10. Prohibition on Use of Open AI Systems**. Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall not, whether in connection with the Business Purpose or otherwise, input, submit or otherwise provide Disclosing Party’s Confidential Information to, or use Disclosing Party’s Confidential Information with, any artificial intelligence technology, platform or other system of any kind (“**Open AI System**”) that has the right or capability to (a) disclose, provide, transfer or otherwise make available any data, content, information and other materials of any nature that (i) such Open AI System receives (“**Input Information**”), (ii) is generated as a result of or in connection with the Receiving Party’s or its Representatives’ use of the Open AI System (“**Output Information**”), or (iii) has been derived or developed from the Input Information or Output Information (“**Derived Information**”), in each case, to any party other than the Receiving Party and its Representatives; (b) use Input Information in any way other than to respond to the prompt provided by the Receiving Party or its Representatives when submitting such Input Information; or (c) use the Output Information or Derived Information in any way. The restrictions of this Section 10 shall not apply to any end-user content specifically intended to be submitted to an Open AI System in furtherance of the Business Purpose.

**11. Residuals**. Nothing in this Agreement shall be construed to limit the Receiving Party's right to independently develop or acquire products or services without use of the Disclosing Party's Confidential Information, nor shall it restrict the use of any general knowledge, skills, or experience retained in unaided memory by personnel of the Receiving Party.

**12. Term; Termination.** This Agreement will be in effect for a period of three (3) years from the Effective Date, provided the obligations of this Agreement will continue indefinitely for any Confidential Information identified by the Disclosing Party, and legally qualifies, as a trade secret. Either Party may terminate this Agreement at any time upon written notice to the other Party. The obligations in this Agreement shall survive any termination or expiration hereof for a period of five (5) years.

**13. General.** This Agreement, and any actions, suits or proceedings arising out of or relating to this Agreement, shall be governed by the laws of the State of New York without giving effect to its conflicts of laws principles (except Section 5-1401 of the New York General Obligations Law), and each Party hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the federal and state courts located in New York County, New York, for any actions, suits or proceedings arising out of or relating to this Agreement. Regardless of the claims involved, each Party hereby irrevocably and unconditionally waives its right to a jury trial. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any modification to this Agreement shall not be effective unless contained in writing signed by both Parties. This Agreement is not assignable by either Party without the prior written consent of the other Party. If any provision of this Agreement shall be declared invalid, illegal or otherwise unenforceable under any applicable law or otherwise, the remaining provisions of this Agreement shall remain in full force and effect. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means, including a generally recognized electronic signature program, shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed by its duly authorized representative as of the Effective Date.

**People Corp INC.** By:

**Animal Corp LLC** By: