



KUWARE INC.

108 Wild Basin Rd STE 250

Austin, TX 78746, US

1-512-364-0165

MUTUAL NON-DISCLOSURE AGREEMENT

1. This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of _____, 20____ (the "Effective Date") by and between KUWARE, INC., a Texas corporation, and _____. The two aforementioned parties shall be referred to throughout this Agreement individually as a "Party" or collectively as the "Parties."

2. **Purpose.** The Parties wish to explore a business opportunity of mutual interest (the "Opportunity") and in connection with the Opportunity, each Party may disclose to the other Party certain confidential technical and business information which the disclosing Party desires to treat as confidential.

3. **"Confidential Information"** means any proprietary or confidential information disclosed by either Party to the other Party, either directly or indirectly in writing, orally, or by inspection of tangible objects (including, without limitation, business plans, customer data, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code or trade secrets).

Confidential Information may also include information disclosed to a disclosing Party by a third party.

Confidential Information shall not, however, include any information which

(i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party;

(ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party;

(iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure;

(iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality;

(v) 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; or

(vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party shall give the disclosing Party written notice of such requirement prior to disclosing so that the disclosing Party may seek a protective order or other appropriate relief.

4. **Non-Disclosure and Non-Use.** Each Party agrees not to disclose any Confidential Information to third parties, except to those Representatives of the receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the Opportunity. As used in this Agreement, "Representatives" means a Party's employees, officers, directors, contractors, subcontractors, agents, affiliates, and professional advisors (such as attorneys and accountants) who have a need to know the Confidential Information for the

Opportunity and who are bound by confidentiality and non-use obligations at least as protective as those set forth in this Agreement. Each Party is responsible for any breach of this Agreement by its Representatives.

Each Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder unless consent for such actions is received by the Party that owns the object.

Neither Party shall make any copies of the other Party's Confidential Information unless the same are previously approved in writing by the disclosing Party. Each Party shall reproduce the other Party's proprietary rights 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. Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, each Party shall take at least those measures that such Party takes to protect its own most highly confidential information, and shall ensure that any of its Representatives who have access to the other Party's Confidential Information are bound by confidentiality and non-use obligations at least as protective as those set forth in this Agreement, prior to any disclosure of the other Party's Confidential Information to such Representatives.

6. No Obligation. 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 Opportunity.

7. Ownership and No License. All 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.

8. 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.

9. Return or Destruction of Materials. Upon the disclosing Party's written request, the receiving Party shall promptly return or, at the receiving Party's option, destroy all documents and other tangible objects containing or representing the disclosing Party's Confidential Information, together with all copies thereof, in the receiving Party's possession or control. The receiving Party is not required to purge Confidential Information from routine, automated system backups or from copies it must retain to comply with applicable law or its records-retention policies, provided that any such retained copies remain subject to the confidentiality obligations of this Agreement for as long as they are retained.

10. Remedies. Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach by either 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 other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other 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.

11. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until either (i) no Confidential Information has been exchanged between the Parties for a period of three (3) years, or (ii) the Parties agree in writing to terminate it. Notwithstanding the foregoing, each Party's obligations with respect to Confidential Information that constitutes a trade secret shall continue for as long as such information remains a trade secret under applicable law. Except as stated in the preceding sentence, upon expiration or termination of this Agreement, all rights and obligations hereunder shall cease.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns.

This Agreement shall be governed by the laws of the State of Texas, USA, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in the county of Travis, Texas, USA 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 terms were absent upon the date of its execution.

The Parties have executed this Agreement as of the Effective Date.

SIGNER DETAILS

Signer 1 | Name: Avi Kumar Title: CEO Company: Kuware, Inc.

Signature: _____ Date: _____

Signer 2 | Name: _____ Title: _____ Company: _____

Signature: _____ Date: _____