

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the last signature date at the end of this document, the “Effective Date”, by and between the offering, selling or borrowing party signing below hereinafter known as "Party A", and the potential subscriber, purchaser or lender signing below, hereinafter known as "Party B".

- A. WHEREAS Party A wishes to make available certain information to Party B via the GlassBoxLaw.com portal system, so that Party B may make an informed decision about purchasing securities from Party A, subscribing for securities in Party A, or lending capital to Party A;
- B. WHEREAS, Party B wishes to make available certain information to Party A via the GlassBoxLaw.com portal system, so that Party A may make an informed decision as to whether it should permit Party B to purchase securities in or from Party A;
- C. WHEREAS, the information that Party A wishes to shares with Party B, and that Party B wishes to shares with Party A, via the GlassBoxLaw.com portal system shall be considered proprietary and confidential (“Confidential Information”), unless explicitly stated otherwise in writing; and,
- D. WHEREAS the Parties agree that Confidential Information shall encompass all documents and information that either party uploads into the GlassBoxLaw.com portal system, including but not limited to:
  - (1) documents uploaded by Party A into the Data Room and Government Filings sections of the portal, and data included throughout Party A’s Offering Documents, Offering Summary, Securities Lineage Documents, Subscription Documents, or Securities Purchase Documents, where applicable; and,
  - (2) documents uploaded by Party B as part of the Investor Certification process, such as tax returns, credit reports, brokerage statements, and other information on Party B’s general financial status, where applicable.

NOW, THEREFORE, the Parties agree as follows:

1. **Classification of Confidential Information.** As stated above, all information and documentation uploaded by either Party A or Party B into the GlassBoxLaw.com portal system shall be considered Confidential Information, unless specifically stated otherwise in writing by the disclosing party.
2. **Restriction on Sharing Confidential Information.** The Party receiving the Confidential Information (“Recipient”) shall, for a period of five years from the date of disclosure, refrain from disclosing such Confidential Information to any third party, other than its licensed legal and financial advisors who shall be bound by the same terms of this Agreement, without prior written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, and licensed legal and financial advisors who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify

the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. **Property of Disclosing Party.** All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. **No Limitations on Independent Development.** The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products, service lines, technology or businesses without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

5. **Non-Confidential Information.** Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party;
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents;
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder;
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

6. **Relationship of the Parties.** Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture or other similar relationship between the Parties.

7. **Publication of Agreement.** Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

8. **Termination.** This Agreement shall remain in effect for a period of five years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

9. **Miscellaneous.**

9.1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the mutual written consent of the Parties.

9.2. **Sole Agreement.** The Agreement sets forth the complete, exclusive and final statement of the agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties regarding such subject matter.

9.3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth on the signature page or as subsequently modified by written notice.

9.4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

9.5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

9.6. **Assignment.** Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company. Any such assignment without prior consent shall be null and void from the beginning. Recipient shall not export, directly or indirectly, any technical data acquired from Company pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

10. **Dispute Resolution.**

10.1. **Informal Dispute Resolution.** As a prerequisite for submitting any dispute to mediation and, if necessary, arbitration, both Party A and Party B agree to make good faith efforts at resolving any dispute internally on an informal basis. Only when those internal efforts fail may a dispute be submitted to mediation and (if necessary) final and binding arbitration under the terms of this Agreement.

10.2. **Nonbinding Mediation.** If efforts at informal resolution fail, disputes arising under this Agreement must first be submitted for non-binding mediation before a neutral third party. Mediation is an informal process where the parties to a dispute meet in an attempt to reach a voluntary resolution, using the third party as a facilitator. Mediation shall be conducted and administered by the American Arbitration Association (AAA) under applicable Mediation Rules.

10.3. **Binding Arbitration.** If a dispute remains unresolved at the conclusion of the mediation process, either party may submit the dispute for resolution by final binding confidential arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the AAA or other applicable rules (the "Rules"). These Rules include (but are not limited to) the procedures for the joint selection of an impartial arbitrator and for the hearing of evidence before the arbitrator. The arbitrator shall have the authority to

allow for appropriate discovery and exchange of information before a hearing, including, but not limited to, production of documents, information requests, depositions and subpoenas.

i. Any conflict between the rules and procedures set forth in the AAA rules and those set forth in this Agreement shall be resolved in favor of those in this Agreement.

ii. The burden of proof at an arbitration shall at all times be on the party seeking relief.

iii. In reaching a decision, the arbitrator shall apply the governing substantive law applicable to the claims, causes of action and defenses asserted by the parties as applicable in California. The arbitrator shall have the power to award all remedies that could be awarded by a court or administrative agency in accordance with the governing and applicable substantive law.

10.4. **Time Limits and Procedures.** The aggrieved party must give written notice of any claim to the other party as soon as possible after the aggrieved first knew or should have known of the facts giving rise to the claim. The written notice shall describe the nature of all claims asserted and the facts upon which those claims are based and shall be mailed to the other party by certified or registered mail, return receipt requested.

i. Any mediation or arbitration conducted under this Agreement shall take place in Orange County, California unless an alternative location is chosen by the mutual agreement of the parties. The arbitrator shall render a decision and award within 30 days after the close of the arbitration hearing or at any later time on which the parties may agree. The award shall be in writing and signed and dated by the arbitrator and shall contain express findings of fact and the basis for the award.

ii. The parties agree to share equally the AAA administrative fees and the arbitrator's fees and expenses. All other costs and expenses associated with the arbitration, including, without limitation, each party's respective attorneys' fees, shall be borne by the party incurring the expense.

iii. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The award may be vacated or modified only on the grounds specified in the U.S. Arbitration Act or other applicable law.

In Witness Whereof, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

**PARTY A:**

Offering/Selling/Borrowing Party

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PARTY B:**

Subscribing/Purchasing/Lending Party

Company Name (if applicable): \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_