

MUTUAL NON-DISCLOSURE AGREEMENT

STATIC-KINETIC LLC | CAGE: 1ZVH8 | SAM UEI: SSF2KHHWYVL9
Pure-Play IP Strategy & Hardware-Enforced Safety

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between STATIC-KINETIC LLC, a limited liability company ("Static-Kinetic"), and _____ ("Counterparty"), each a "Party" and together the "Parties".

1. PURPOSE. The Parties wish to evaluate a potential licensing, integration, or teaming relationship concerning Static-Kinetic's hardware-enforced safety intellectual property, including Hardware Safety Kernels (HSK-01), Sovereign Flow Fluidics, and the Sovereign Override Module (SOM) (the "Purpose"). No Technical Data Package ("TDP") will be released prior to execution of this Agreement by both Parties.

2. CONFIDENTIAL INFORMATION. "Confidential Information" means all non-public technical, business, or financial information disclosed by one Party ("Discloser") to the other ("Recipient"), in any form, including TDPs, schematics, gate-level designs, truth tables, geometry, simulation data, test results, pricing, and roadmaps, whether or not marked.

3. OBLIGATIONS. Recipient shall (a) use Confidential Information solely for the Purpose; (b) protect it with no less than reasonable care and at least the care it applies to its own confidential information; (c) restrict access to personnel with a need to know who are bound by obligations no less protective than these; and (d) not reverse engineer, decompile, or attempt to derive the design or composition of any disclosed hardware or IP.

4. EXCLUSIONS. Obligations do not apply to information that is or becomes public through no fault of Recipient; was rightfully known without restriction before disclosure; is rightfully received from a third party without breach; or is independently developed without use of Confidential Information.

5. COMPELLED DISCLOSURE. Recipient may disclose Confidential Information as required by law or court order, provided it gives prompt notice (where lawful) and reasonable cooperation to seek protective treatment.

6. EXPORT CONTROL. Each Party shall comply with all applicable U.S. export control laws and regulations, including the EAR and ITAR, and shall not transfer Confidential Information to any foreign person or destination without required authorization.

7. NO LICENSE. No license, right, title, or interest in any patent, trade secret, copyright, or other intellectual property is granted by this Agreement. All disclosures are made "AS IS" without warranty.

8. TERM. This Agreement applies to disclosures made during the three (3) years following the Effective Date, and confidentiality obligations survive for five (5) years after each disclosure. Trade secrets remain protected for as long as they qualify as trade secrets.

9. RETURN OR DESTRUCTION. Upon written request, Recipient shall promptly return or destroy all Confidential Information and certify such destruction in writing.

10. REMEDIES. The Parties agree that unauthorized disclosure may cause irreparable harm for which monetary damages are inadequate, and that injunctive relief is an appropriate remedy in addition to any other remedies at law or equity.

11. GENERAL. This Agreement is governed by the laws of the State of Washington, without regard

to conflicts of law. It constitutes the entire agreement regarding its subject matter and may be amended only in a writing signed by both Parties. Neither Party may assign it without the other's prior written consent.

STATIC-KINETIC LLC

COUNTERPARTY

By: _____

By: _____

Name: Elizabeth Burbank

Name: _____

Title: Founder & Systems Strategy Architect

Title: _____

Date: _____

Date: _____

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