

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of the date of signature below (the "Effective Date"), by and between:

Affirmology LLC, a limited liability company ("Party A"), by Jeffrey Parker, its authorized member, and
_____, ("Party B").

Each, a "Party," and together, the "Parties."

RECITALS

The Parties wish to explore a potential business relationship relating to a venture provisionally named "Affirmology AI," an AI-personalized audio platform based on astrology, Gene Keys, Human Design, and related personal development methodologies (the "Project"). In connection with such discussions, and with Party B being given access to a confidential pre-release demonstration of the Project, each Party may disclose to the other certain confidential or proprietary information. The Parties wish to protect such information in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the Effective Date and whether disclosed orally, in writing, electronically, visually, or in any other form, that relates to the Project or the Disclosing Party's business. This includes but is not limited to: the pre-release demonstration and its contents, audio outputs, the product concept and user experience, the underlying methods and "Subconscious Operating System" framework, business plans, financial information, pitch decks, technology architecture, source code, algorithms, prompts, agent designs, market research, customer lists, prospective investor lists, marketing strategies, pricing, trade secrets, intellectual property, operating plans, and personal or relationship information shared in confidence.

Confidential Information includes information marked or identified as confidential as well as information that a reasonable person would understand to be confidential given the nature of the information or the circumstances of disclosure. "Representatives" means a Party's employees, officers, attorneys, accountants, and advisors who have a need to know and are bound by confidentiality obligations no less restrictive than those herein; each Party is responsible for any breach of this Agreement by its Representatives.

2. EXCLUSIONS

Confidential Information does not include information that the Receiving Party can demonstrate by written records: (a) was rightfully in its possession without confidentiality obligation prior to disclosure by the Disclosing Party; (b) is or becomes publicly available through no act or omission of the Receiving Party; (c)

is rightfully received by the Receiving Party from a third party without confidentiality obligation; or (d) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to: (a) hold all Confidential Information in strict confidence; (b) use the Confidential Information solely for the purpose of evaluating and pursuing the potential business relationship between the Parties (the "Permitted Purpose"); (c) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its Representatives on a need-to-know basis; and (d) protect Confidential Information with at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care.

4. NO RECORDING OR REPRODUCTION

The Receiving Party shall not photograph, screenshot, screen-record, audio-record, transcribe, copy, or otherwise reproduce any portion of the demonstration, the audio outputs, or any other Confidential Information, by any means, except as strictly necessary for the Permitted Purpose, and shall never publish, post, or share any such reproduction with any third party.

5. NON-CIRCUMVENTION

During the term of this Agreement and for two (2) years thereafter, the Receiving Party shall not use the Confidential Information to circumvent the Disclosing Party, or to solicit, divert, or transact with any investor, partner, vendor, collaborator, or customer first identified to the Receiving Party through the Confidential Information, in any manner that competes with or is adverse to the Project, without the Disclosing Party's prior written consent.

6. NO REVERSE ENGINEERING; NO COMPETING DEVELOPMENT

The Receiving Party shall not reverse engineer, decompile, or disassemble any technology, model, prompt, or process disclosed, nor use the Confidential Information to design, develop, train, or commercialize any product or service that is competitive with the Project.

7. FEEDBACK

If the Receiving Party provides any feedback, ideas, comments, or suggestions regarding the Project (collectively, "Feedback"), the Receiving Party grants the Disclosing Party a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable license to use, incorporate, and exploit such Feedback without restriction, attribution, or obligation of any kind.

8. COMPELLED DISCLOSURE

If the Receiving Party is required by law, court order, or governmental authority to disclose any Confidential Information, the Receiving Party shall, to the extent legally permitted, promptly notify the Disclosing Party in writing prior to disclosure and reasonably cooperate with the Disclosing Party's efforts to seek a protective order or other appropriate remedy.

9. TERM

This Agreement shall remain in effect for a period of two (2) years from the Effective Date. The obligations of confidentiality with respect to any Confidential Information disclosed during the term shall survive termination for an additional period of three (3) years, except that obligations with respect to trade secrets

shall continue for as long as such information qualifies as a trade secret under applicable law.

10. RETURN OR DESTRUCTION OF MATERIALS

Upon written request by the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return or destroy (at the Disclosing Party's election) all Confidential Information in its possession, including all copies, notes, analyses, and derivative works thereof, and certify such return or destruction in writing if requested.

11. NO LICENSE; NO OBLIGATION

No license or right under any patent, copyright, trademark, trade secret, or other intellectual property right is granted by this Agreement, whether expressly or by implication. All intellectual property in and to the Project and the Confidential Information remains exclusively with the Disclosing Party. Nothing in this Agreement obligates either Party to enter into any further business relationship, transaction, or agreement, or to disclose any particular Confidential Information.

12. REMEDIES

The Parties acknowledge that monetary damages may be inadequate to remedy a breach of this Agreement and that the Disclosing Party shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law, without the need to post bond. The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

13. NO WARRANTY

All Confidential Information is provided on an "as is" basis. The Disclosing Party makes no representations or warranties as to the accuracy or completeness of any Confidential Information.

14. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, and the Parties consent to the personal jurisdiction of such courts.

15. ASSIGNMENT; SUCCESSORS

Neither Party may assign this Agreement without the other Party's prior written consent, except that the Disclosing Party may assign this Agreement to a successor or affiliate in connection with a financing, reorganization, incorporation, or sale of the Project or its assets. This Agreement binds and inures to the benefit of the Parties and their permitted successors and assigns.

16. NOTICES

All notices under this Agreement shall be in writing and delivered to the email addresses set forth in the signature block below, or to such other address as a Party may designate in writing. Notice by email is deemed given upon transmission absent a bounce or error.

17. WAIVER; NO PARTNERSHIP

No waiver of any provision of this Agreement is effective unless in writing and signed by the waiving Party, and no waiver constitutes a continuing waiver. Nothing in this Agreement creates any partnership, joint venture, agency, fiduciary, or employment relationship between the Parties.

18. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements relating thereto. This Agreement may be amended only by a written instrument signed by both Parties.

19. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remaining provisions shall continue in full force and effect.

20. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including via SignWell, DocuSign, Dropbox Sign, or scanned PDFs) shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Party A

AFFIRMOLOGY LLC



By: Jeffrey Parker, Authorized Member

Email: jeff@jeffparker.love

Date: As of the Effective Date below

Party B (Recipient)

Signature: _____

Date: _____