



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) governs the disclosure of information between.....with its principal offices located at..... and Senvias Inc. with its principal offices located at 373 Market Street, Warren, RI 02885, (“SENVIAS”), and is effective as of (the “Effective Date”).

1. Discloser and Recipient

As to any particular Confidential Information (as hereinafter defined), the “Discloser” is the party and/or its affiliates, as applicable, disclosing such Confidential Information and the “Recipient” is the party and its affiliates, as applicable, receiving such Confidential Information.

2. Confidential Information

As used herein, “Confidential Information” means (i) any information marked as “Confidential Information” by the Discloser; and (ii) any record, information or data disclosed by the Discloser in oral, digital, written or other form of a confidential nature, including but not limited to, samples, formula, methods, know-how, material, engineering data, sketches, schematics, test results, compilations, technical and non-technical information, data, systems, software, computer code, plans, designs, drawings, processes, procedures, specifications, records, business plans, market analysis and research, marketing plans, competitive analysis and comparisons, customer lists or customer identification or information from which customers may be identified, personnel evaluations, consumer information and testing, behavioral analysis, application design and financial information and projections relating to the business of the Discloser, as well as any non-public personal information of any employee or other representative of Discloser. Confidential information may also include information that is proprietary to another third party that is in possession of the Discloser, which Discloser provides to Recipient pursuant to the provisions of a confidentiality or non-disclosure agreement with such third party which permits the disclosure to the Recipient if the Recipient is bound by the terms of a confidentiality agreement. Notwithstanding the foregoing, Confidential Information is exclusive of information or data that Recipient can prove: (i) was in the public domain at the time it was communicated to Recipient; (ii) entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient; (iii) was in Recipient’s possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient; (iv) was disclosed to Recipient not in any violation of any obligation of confidentiality; or (v) was developed by or for employees or agents of Recipient without use of or reference to the Confidential Information of Discloser.

3. Limitations on Use and Disclosure

Recipient understands and agrees that it may use the Confidential Information for no purpose other than for discussing, evaluating and/or entering into a potential business, commercial and/or lending relationship between Discloser and Recipient (the “Permitted Use”). Recipient shall only permit access to Confidential Information to those of its and its affiliates’ employees having a need to know such information in connection with the Permitted Use and who have signed confidentiality agreements or are otherwise legally bound by confidentiality obligations consistent with, and no less restrictive than, the terms of this Agreement. Recipient acknowledges that Confidential Information obtained by Recipient pursuant to this Agreement may be material and non-public information, the use or disclosure of which may constitute insider trading or “tipping” as prohibited by the rules and regulations of the Securities Exchange Commission and other federal and state securities laws and regulations. Recipient agrees that, at all times and notwithstanding any termination or expiration of this Agreement, neither Recipient nor Recipient’s or Recipient’s affiliates’ employees, officers, directors, consultants, potential or actual contractors (including suppliers), and agents will use such information for personal or corporate benefit or disclose such Confidential Information to third parties who may use the Confidential Information for personal benefit, or otherwise engage in any activity that would constitute insider trading or tipping. Recipient will be jointly and severally liable for any breach of this Agreement by any person to whom Recipient has disclosed Confidential Information under this Section 3. Discloser does not confer any right to Recipient to use in any advertising, or website or social media, or publicity, any trademark or trade name of Discloser, or to refer to Discloser.

4. Disclosure Required by Law or Customers

Notwithstanding anything contained herein to the contrary, Recipient may disclose Confidential Information pursuant to an order of a court of competent jurisdiction, regulatory body or as otherwise required by law. Under such circumstances Recipient will, if reasonably possible under the circumstance of such disclosure, provide Discloser with advance notice of such disclosure in order to afford Discloser an opportunity to take legal action to prevent or limit the scope of such disclosure, and will cooperate with Discloser in connection therewith. SENVIAS , as Recipient under this Agreement, may be required to disclose pricing and other material terms agreed to between the parties to its customers. Notwithstanding anything contained herein to the contrary, Discloser acknowledges and consents to SENVIAS ’s disclosure of such terms to SENVIAS ’s customers, provided such customers have signed confidentiality agreements or are otherwise legally bound by confidentiality obligations consistent with, and no less restrictive than, the terms of this Agreement.

5. Standard of Care

Recipient shall use at least the same degree (but no less than a reasonable degree)

of care and protection to prevent the unauthorized use, dissemination or copying of any Confidential Information of Discloser as Recipient uses to protect its own confidential information. Recipient shall immediately notify Discloser in the event of any loss or unauthorized disclosure or use of any Confidential Information.

6. No Warranty

Any Confidential Information disclosed under this Agreement is provided “as is” and without any warranty, express or implied. Discloser shall have no liability to Recipient with respect to any Confidential Information disclosed under this Agreement.

7. Return of Confidential Information

Upon termination or expiration of this Agreement, or upon written request of Discloser, Recipient shall promptly return to Discloser all documents, notes and other tangible materials representing the Confidential Information, and all copies thereof, except for one (1) copy, which may be retained solely within the legal department (or such department performing that function) for the purposes of monitoring its surviving obligations under this Agreement and for no other purpose.

8. No Property Rights

Recipient agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of Discloser disclosed pursuant to this Agreement, or to any invention or any patent, discovery copyright, trademark, or other intellectual or industrial property right of Discloser embodied by such Confidential Information. Recipient shall not make, use, distribute or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

9. Reproduction of Confidential Information

Confidential Information shall not be reproduced in any form except as required for the Permitted Use. Any reproduction of any Confidential Information shall remain the property of Discloser and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by Discloser.

10. Reverse Engineering

Recipient acknowledges that Discloser’s software programs and archives and product samples contain valuable Confidential Information, and agrees that it will not modify, reverse engineer (any process of discovering the technological principles of a device or systems through the analysis of its structure, function and operation), decompile, create other works from or disassemble any of Discloser’s software programs unless otherwise permitted in writing by Discloser.

11. Term and Termination

This Agreement shall be effective from and after the Effective Date and may be terminated by either party at any time upon ten (10) days' prior written notice to the other party. Recipient's confidentiality obligations under Sections 3, 4, 5, 8, 9 and 10 shall survive expiration or termination of this Agreement for any reason for a three (3) year period commencing on the date of such expiration or termination, shall be binding upon Recipient's heirs, successors and assigns, and shall continue in full force and effect with respect to all Confidential Information unless and until such information becomes subject to one of the exceptions set forth in Section 2 or subject to compulsory disclosure as set forth in Section 4.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws provisions thereof. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be brought in state or federal court in New Castle County in the State of Delaware, and each party consents to the jurisdiction of such court.

13. Attorney's Fees

Any action brought to declare, define or enforce the rights or obligations of either party hereto, the prevailing party shall be entitled to recover its full costs, including attorney's fees.

14. No Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right granted under the terms of this Agreement. The rights granted all parties herein are cumulative and the election of one shall not constitute a waiver of such party's right to assert all other legal or equitable rights and remedies available to such party.

15. Remedies

The Recipient hereby acknowledges and agrees that the Discloser would suffer immediate and irreparable harm in the event the Recipient should breach of its obligations under this Agreement that monetary damages will not be adequate to compensate the Discloser for any such breach. Accordingly, the Recipient covenants and agrees that, in the event of a breach or threatened breach by the Recipient of any of the provisions of this Agreement, the Discloser, in addition to and not in limitation of, any other rights, remedies or damages available to the Discloser at law or in equity, shall be entitled to a temporary restraining order, a preliminary injunction and/or permanent injunction in order to prevent or restrain any such breach by the Recipient or by any of its partners, agents, representatives, officers, directors or employees and/or any other persons directly or indirectly acting for, with

or at the direction of or on behalf of the Recipient.

16. Indemnity

Recipient agrees to indemnify and hold harmless Discloser and Discloser's officers, director, employees and agents from and against any and all claims, liabilities, damages, costs, fees (including reasonable attorneys' fees), expenses, fines and judgments that any of such parties may incur as a result of: (i) Recipient's breach of this Agreement; or (ii) any insider trading, tipping, theft or other misappropriation of Discloser's Confidential Information by Recipient, its officers, directors, employees, agents or affiliates. The provisions of this Section 16 shall survive any expiration or termination of this Agreement.

17. Assignment; Transfer

A party may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

18. Notices

All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing using the notice procedures set forth herein.

19. General

The parties are independent contractors. This Agreement does not create any partnership, joint venture, agency, or other relationship (beyond that of independent contractors) between the parties. This Agreement may not be amended except by a writing signed by both parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. This Agreement sets forth the complete and exclusive statement of agreement between the parties with regard to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, and agreements, oral or written, with regard to such subject matter. This Agreement may be executed in counterparts, and in the absence of an original signature, emailed signatures will be considered the equivalent of an original signature.

20. Severability

If any provision of this Agreement or the application of any such provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

21. Entire Agreement

This Agreement constitutes and expresses the entire Agreement and understanding between the parties hereto in reference to all matters referred to herein, and all prior discussions, promises, representations and understandings relating thereto, if any, that may have previously existed between the parties hereto, shall be merged within this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

| |

SENVIAS INC.

By: _____
Name:

By: _____
Name:

Title:

Title:

Revision History							
Rev	Description	Created by	Date	Approved by	Date	Released by	Date
A	Initial Release	C. Ellis	7/16/24	S. Carlton	10/29/24	L. Ceden0	10/29/24
B	Updated section 12 state information	A. LaCroix	1/29/26	L. Matos	1/29/26	L. Ceden0	1/29/26