

Mutual Nondisclosure Agreement

EFFECTIVE DATE	LAST UPDATED
September 1, 2026	September 1, 2026

This Mutual Nondisclosure Agreement (the “**Agreement**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between **Capital Connect Solutions, Corp., a Washington corporation doing business as CapConnect (“CapConnect”)**, and the company or other legal entity identified in the signature block below (“**Counterparty**”). Each is a “**Party**” and together they are the “**Parties.**” No individual employee, officer, director, agent, or contractor of either Party is a party to this Agreement solely by signing in a representative capacity.

The Parties wish to evaluate, discuss, enter into, or perform a possible or existing business relationship (the “**Purpose**”). In connection with the Purpose, either Party (a “**Disclosing Party**”) may disclose Confidential Information to the other Party (a “**Receiving Party**”).

1. Confidential Information

“**Confidential Information**” means all non-public information disclosed or made available by or on behalf of a Disclosing Party, before or after the Effective Date, in any form or medium, whether or not marked confidential, that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. It includes: trade secrets; inventions; discoveries; know-how; research; product plans and roadmaps; software; source and object code; scripts; prompts; prompt libraries; models; model configurations; algorithms; workflows; automation logic; methods; processes; specifications; documentation; APIs; credentials; authentication materials; system and data architecture; security information; designs; prototypes; analyses; technical materials; pricing; margins; forecasts; financial information; strategies; business and marketing plans; sales playbooks; customer and prospect lists; contact and lead data; list sources; campaign data; outreach strategies; performance data; call recordings and transcripts; CRM data; vendor and partner information; personnel information; the existence and substance of the Parties’ discussions; and all notes, extracts, summaries, analyses, compilations, copies, and materials derived from any of the foregoing.

Confidential Information also includes information disclosed by a third party that the Disclosing Party is obligated to protect, and information observed through demonstrations, systems access, facilities, meetings, or testing.

2. Exclusions

Confidential Information does not include information the Receiving Party can demonstrate by contemporaneous written records: (a) was lawfully known to it without restriction before disclosure by the Disclosing Party; (b) becomes publicly available through no breach of this Agreement or other duty; (c) is lawfully received from a third party without breach of a confidentiality duty; or (d) is independently developed without use of or reference to the Disclosing Party’s Confidential Information. A combination of information is not excluded merely because individual elements are public or known unless the combination itself and its operating principles are public or known.

3. Permitted Use and Protection

The Receiving Party will: (a) use Confidential Information solely for the Purpose and not for any commercial, competitive, personal, or other purpose; (b) protect it using at least reasonable care and no less than the care used for its own similarly sensitive information; (c) apply reasonable administrative, technical, and physical safeguards appropriate to the information and risk; (d) limit access to its employees, officers, directors, professional advisers, affiliates, and contractors (collectively, **“Representatives”**) who have a strict need to know for the Purpose and are bound by confidentiality and use restrictions at least as protective as this Agreement; and (e) promptly notify the Disclosing Party of any suspected loss, unauthorized access, use, or disclosure and reasonably cooperate to contain and remediate it. The Receiving Party is responsible for its Representatives' compliance with this Agreement as if their acts and omissions were those of the Receiving Party.

Except to the extent the Disclosing Party expressly authorizes in a separate signed writing, the Receiving Party will not, and will not permit any person to: reverse engineer, decompile, disassemble, translate, probe, discover, reconstruct, or derive source code, non-public APIs, algorithms, prompts, model weights, scoring logic, architecture, methods, or underlying structure; copy, reproduce, frame, mirror, modify, scrape, crawl, harvest, bulk extract, republish, or create derivative works from Confidential Information; use Confidential Information to train, fine-tune, ground, benchmark, evaluate, validate, or improve any model, dataset, system, product, workflow, or service; use it to build, support, market, or improve a competing or substitute offering; remove proprietary notices; bypass security or access controls; or disclose credentials or enable unauthorized system access. Limited copies reasonably necessary for the Purpose are permitted only if they retain all proprietary notices and remain protected under this Agreement.

4. Intellectual Property and Work Product

Each Party retains all right, title, and interest in and to its intellectual property, technology, data, content, materials, know-how, methods, tools, templates, processes, software, documentation, and other assets existing before the Purpose or developed independently of it (**“Background IP”**), including all improvements, configurations, and derivatives of that Party's Background IP. Disclosure under this Agreement does not sell, assign, transfer, or convey ownership of any Confidential Information or intellectual-property right.

No license or other right is granted by implication, estoppel, exhaustion, or otherwise, except the limited, revocable right to review and use Confidential Information solely for the Purpose during the term of this Agreement. No work product, deliverable, invention, development, configuration, output, data right, or other foreground intellectual property transfers under this Agreement. Any ownership, license, or assignment of work product or foreground intellectual property must be stated expressly in a separately negotiated and executed statement of work, order form, services agreement, or other definitive written agreement signed by authorized representatives of both Parties. In the absence of such an express provision, ownership remains with the Party that creates or owns the applicable material, subject to the other Party's Background IP and Confidential Information.

5. Required Disclosure

If the Receiving Party is legally compelled to disclose Confidential Information, it may disclose only the minimum legally required, provided that, to the extent legally permitted, it gives the Disclosing Party prompt written notice sufficient to seek a protective order or other remedy and provides reasonable assistance at the Disclosing Party's expense. The Receiving Party will use reasonable efforts to obtain confidential treatment. Disclosure to a court, regulator, or government authority does not otherwise remove the information's confidential status.

6. Return or Destruction

Upon written request or termination of discussions, the Receiving Party will promptly stop using and, within thirty (30) days, return or destroy Confidential Information and copies in its possession or control, and, upon request, certify completion in writing. The Receiving Party may retain: (a) one archival copy solely for legal and compliance purposes; and (b) copies contained in routine backups that are not readily accessible in the ordinary course, in each case subject to this Agreement until deleted under normal retention practices. Nothing requires deletion of records that applicable law requires the Receiving Party to retain.

7. Term and Survival

This Agreement begins on the Effective Date and continues for three (3) years unless earlier terminated by either Party on written notice. The confidentiality and restricted-use obligations apply to Confidential Information disclosed during the term and continue for five (5) years after each disclosure. For trade secrets, the obligations continue for as long as the information qualifies as a trade secret under applicable law. Sections that by their nature should survive—including intellectual property, permitted-use restrictions, return or destruction, remedies, and general terms—survive termination.

8. Publicity and Names

Neither Party may issue a press release, make a public announcement, identify the other as a customer, vendor, partner, or prospect, or use the other Party's name, trademarks, service marks, logos, personnel names, testimonials, or relationship details in publicity, marketing, case studies, sales materials, or public customer lists without the other Party's prior written consent.

9. No Commercial Commitment; No Reliance

This Agreement governs confidentiality only. It does not require either Party to disclose information, continue discussions, enter into a transaction, purchase or provide services, engage any individual, award work, or enter any worker, contractor, employment, exclusivity, non-solicitation, or other commercial obligation. Either Party may discontinue discussions at any time. Unless stated in a separately executed definitive agreement, all Confidential Information is provided **"AS IS"** without representation or warranty, express or implied, including as to accuracy, completeness, merchantability, fitness for a particular purpose, noninfringement, or results. Neither Party may rely on this Agreement as creating ownership rights, service commitments, payment duties, deliverables, or authority to bind the other Party.

10. Remedies

Unauthorized use or disclosure of Confidential Information or violation of intellectual-property restrictions may cause irreparable harm for which monetary damages may be inadequate. The affected Party may seek temporary, preliminary, and permanent injunctive or other equitable relief, without proving actual damages and, to the extent permitted by law, without posting bond, in addition to all other available remedies. This provision does not limit any defense or remedy available at law or equity.

11. Relationship of the Parties

The Parties are independent contractors. This Agreement does not create a partnership, joint venture, franchise, fiduciary, agency, employment, or worker relationship, and neither Party has authority to bind or act for the other. No employee or contractor of CapConnect becomes a party to this Agreement or assumes personal obligations under it.

12. Governing Law and Venue

This Agreement is governed by the laws of the State of Washington, without regard to conflict-of-law rules. The state and federal courts located in Spokane County, Washington have exclusive jurisdiction over disputes arising from or relating to this Agreement, and each Party irrevocably consents to personal jurisdiction and venue there; provided that either Party may seek urgent equitable relief in any court of competent jurisdiction to prevent actual or threatened misuse of Confidential Information or infringement or misappropriation of intellectual property.

13. Notices

Notices under this Agreement must be in writing and will be effective when personally delivered, sent by nationally recognized overnight courier, or sent by email with confirmation of transmission, to the addresses in the signature blocks. Legal notices to CapConnect must also be sent to **legal@capconnectsolutions.com** and **522 W Riverside Ave #6608, Spokane, WA 99201**. A Party may update its notice information by written notice.

14. General

Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or in connection with a merger, reorganization, financing, change of control, or sale of substantially all assets or business to which this Agreement relates, provided the assignee assumes this Agreement in writing. Any other attempted assignment is void. This Agreement binds and benefits permitted successors and assigns.

This Agreement is the entire agreement between the Parties concerning its subject matter and supersedes prior or contemporaneous confidentiality understandings concerning the Purpose. If a separately executed definitive agreement contains confidentiality provisions, the provision affording greater protection to the applicable Confidential Information controls unless that agreement expressly states otherwise. Any amendment or waiver must be in a writing, including an authenticated electronic record, signed by authorized representatives of both Parties. Waiver on one occasion is not a continuing waiver.

If any provision is held unenforceable, it will be enforced to the maximum lawful extent and modified only as necessary, and the remaining provisions remain effective. Headings are for convenience only. "Including" means "including without limitation." This Agreement may be executed in counterparts, each of which is an original and all of which form one instrument. Electronic signatures and electronically stored copies have the same legal effect as originals.

15. Mutual Acceptance and Signatures

Each signer represents that they are authorized to bind the entity identified below. The Parties may execute this Agreement through CapConnect's approved electronic-signature or electronic-acceptance workflow. The acceptance record may include the document title, version, SHA-256 hash, signer identity, signer email, title, entity, signature or authenticated acceptance, date and time, account, and IP address.

CAPITAL CONNECT SOLUTIONS, CORP.

d/b/a CapConnect

By / Signature: _____

Signer Name: _____

Title: _____

Email: _____

Date: _____

COUNTERPARTY LEGAL ENTITY

Entity Name: _____

By / Signature: _____

Signer Name: _____

Title: _____

Email: _____

Date: _____

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Capital Connect Solutions, Corp. d/b/a CapConnect

Business Address: 522 W Riverside Ave #6608, Spokane, WA 99201

Legal Email: legal@capconnectsolutions.com

Privacy Email: privacy@capconnectsolutions.com

Questions about this document may be sent to legal@capconnectsolutions.com.