



Project Oozlefinch, Applications Department
Kuttura LLC
1013 San Miguel
Alamogordo, NM 88310

NON-DISCLOSURE AGREEMENT

Confidentiality and Proprietary Information Protection

1. PARTIES AND EFFECTIVE DATE

This Non-Disclosure Agreement (the "Agreement") is entered into as of the date of signature below (the "Effective Date") by and between **Kuttura LLC**, a limited liability company with its principal place of business at 1013 San Miguel, Alamogordo, NM 88310, operating through its Project Oozlefinch, Applications Department (the "Disclosing Party"), and the individual identified below (the "Receiving Party"). The Disclosing Party and the Receiving Party are each referred to individually as a "Party" and collectively as the "Parties."

RECEIVING PARTY INFORMATION

The Receiving Party is any user who requests access to the application using a digital username and email address.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all non-public information, data, or materials disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, graphic, or any other form, including but not limited to: products, prototypes, designs, concepts, ideas, technical data, business plans, financial information, trade secrets, know-how, research, development materials, feedback, trial results, notes, renderings, models, software, code, documentation, and any other information reasonably understood to be confidential or proprietary. Confidential Information also includes the fact that the Parties are in discussion or collaboration and the existence and nature of any events, tasks, or projects assigned to the Receiving Party.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the prior written consent of the Disclosing Party, disclose, share, publish, transmit, or otherwise make available any Confidential Information to any third party. The Receiving Party shall use Confidential Information solely for the purpose of performing the activities described in Section 5 below and shall protect such information with no less than a reasonable degree of care.

4. MEDIA AND PUBLICITY RESTRICTIONS

The Receiving Party shall not create, reproduce, capture, record, distribute, share, publish, or transmit any media of any kind relating to the Confidential Information, the Disclosing Party, or any events, tasks, or products associated with Kuttura LLC. This restriction applies to all forms of media, including but not limited to: print, digital, virtual, simulated, or conceptualized media. This includes photographs, videos, audio recordings, screenshots, renderings, 3D models, diagrams, social media posts, live streams, blog entries, podcasts, articles, or any other representation in any medium now known or hereafter devised. The Receiving Party shall not publicly discuss, describe, or comment on any Confidential Information or any activities undertaken on behalf of the Disclosing Party.

5. AUTHORIZED ACTIVITIES AND SCOPE OF ENGAGEMENT

The Receiving Party may be asked by the Disclosing Party to engage in one or more of the following activities: evaluate, test, conduct trials, critique, give feedback, participate in, and develop products for Kuttura LLC. All such activities, events, and tasks shall be conducted at the direction and under the supervision of the Disclosing Party. The Receiving Party shall perform such activities in good faith and with reasonable care, and shall promptly report all results, findings, feedback, and deliverables to the Disclosing Party.

6. SUBJECT APPLICATION AND CLOSED BETA TESTING

This Agreement covers the Receiving Party's participation in closed beta testing of VACR: Project Oozlefinch, a web-based application currently in development by Kuttura LLC. Kuttura LLC agrees to grant the Receiving Party closed beta testing access to VACR: Project Oozlefinch. This Agreement does not constitute automatic acceptance between Kuttura LLC and the Receiving Party for future testing of this or any other application.

7. USE OF SYNTHETIC CONSCIOUSNESS AND DATA SOURCES

Kuttura LLC informs the Receiving Party that Project Oozlefinch uses synthetic consciousness, meaning Kuttura LLC's proprietary artificial intelligence systems, to develop, aggregate, and analyze its products and data. In its current closed beta state, VACR: Project Oozlefinch is a web-based application that uses both data at rest and live API data. By participating in the closed beta, the Receiving Party acknowledges that information, feedback, and activity generated during testing may be processed by these systems in accordance with this Agreement.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

All events, tasks, activities, products, prototypes, designs, concepts, feedback, notes, deliverables, and any other materials created, developed, or produced in connection with the Receiving Party's engagement with the Disclosing Party shall remain the sole physical and intellectual property of Kuttura LLC. The Receiving Party hereby assigns to Kuttura LLC all right, title, and interest in and to any such materials, including all intellectual property rights therein. The Receiving Party acknowledges that no license or ownership interest in any Confidential Information or materials is granted to the Receiving Party, whether expressly or by implication, except as necessary to perform the authorized activities described in Section 5.

9. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations set forth in this Agreement shall not apply to information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no fault, breach, or act of the Receiving Party; (b) was lawfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party, without obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to any Confidential Information; or (d) is lawfully received from a third party without obligation of confidentiality and without breach of this Agreement.

10. COMPELLED DISCLOSURE

If the Receiving Party is legally compelled to disclose any Confidential Information by law, regulation, subpoena, court order, or other legal process, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall disclose only that portion of the Confidential Information it is legally required to disclose and shall use reasonable efforts to obtain confidential treatment for the disclosed information.

11. RETURN OR DESTRUCTION OF MATERIALS

Upon the request of the Disclosing Party, or upon the termination or completion of the Receiving Party's engagement, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies, reproductions, and derivatives thereof, in whatever form. If destruction is elected, the Receiving Party shall provide a written certification of such destruction. The obligations of confidentiality set forth in this Agreement shall survive the return or destruction of materials.

12. TERM AND TERMINATION

This Agreement shall become effective on the Effective Date and shall remain in effect until terminated as provided in this Section. Either Party may terminate its participation under this Agreement at any time upon written notice to the other Party. Notice of termination may be submitted via email to admin@kuttura.llc or by letter to the Kuttura LLC address set forth above. Termination of participation means only that the Receiving Party elects to no longer participate in the activities described in Sections 5 and 6. Termination does not release the Receiving Party from any obligations under this Agreement with respect to Confidential Information obtained while participating, and shall not be construed as permission to disclose or share such information. Notwithstanding any termination, the Receiving Party's obligations of confidentiality and non-use shall survive for a period of five (5) years from the date of disclosure of each item of Confidential Information. With respect to information that constitutes a trade secret under applicable law, the obligations of confidentiality shall continue for so long as such information remains a trade secret.

13. NO LICENSE, WARRANTY, OR OBLIGATION

Nothing in this Agreement shall be construed as granting or implying any license, right, or interest in any Confidential Information, except as expressly stated herein. All Confidential Information is provided "as is," without any warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose. The Disclosing Party assumes no responsibility or liability for the accuracy or completeness of the Confidential Information. Nothing in this Agreement obligates either Party to proceed with any transaction, engagement, or business relationship.

14. INJUNCTIVE RELIEF

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies to prevent or restrain any breach or threatened breach of this Agreement, in addition to any other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond or other security.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles. The Parties agree that the exclusive venue for any dispute arising out of or relating to this Agreement shall be the state and federal courts located in Otero County, New Mexico, and each Party hereby submits to the personal jurisdiction of such courts.

16. MISCELLANEOUS

16.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter.

16.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid provision that most closely reflects the original intent.

16.3 Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

16.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.

16.5 Assignment. The Receiving Party shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Disclosing Party. The Disclosing Party may assign this Agreement to any successor or affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

16.6 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), or sent

by recognized overnight delivery service to the addresses set forth above or such other address as a Party may designate in writing.

16.7 Counterparts. 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.

17. PRIVACY OF THE RECEIVING PARTY

Kuttura LLC shall protect the Receiving Party's personal information and shall not disclose the Receiving Party's identity, contact information, or the fact of the Receiving Party's participation in the closed beta testing of VACR: Project Oozlefinch to any third party, unless the Receiving Party explicitly authorizes such disclosure in writing, or as required by applicable law. All official correspondence from Kuttura LLC to the Receiving Party will originate from an email address ending in @kuttura.llc, and the Receiving Party should use email as its method of correspondence with Kuttura LLC as well.

ACKNOWLEDGMENTS AND PREFERENCES

ACKNOWLEDGMENT OF TECHNOLOGY USE

By requesting access, the Receiving Party acknowledges that Kuttura LLC uses synthetic consciousness and live API data in the development and operation of VACR: Project Oozlefinch, as described in Section 7.

FEEDBACK ATTRIBUTION

By requesting access, the Receiving Party requests that Kuttura LLC keep the Receiving Party's identity confidential and use any feedback provided during the closed beta anonymously.

Kuttura LLC recommends consulting with a licensed attorney before relying on or executing this or any legal agreement.