

# MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into between Luna Base Inc. ("Luna Base," "Company," "we," "us," or "our") and the individual or entity executing this Agreement electronically ("Counterparty," "you," or "your"). Luna Base and Counterparty may be referred to individually as a "Party" and collectively as the "Parties."

## BACKGROUND

Luna Base Inc. is the creator and operator of the world's first end-to-end AI development platform ecosystem, encompassing the lunabase.ai development platform, Lunastation.ai community portal, Luna Partner Marketplace, and comprehensive partnership programs. Our proprietary technology includes Luna Autopilot, a cloud-based no-code AI development platform, Luna Base, a downloadable professional developer IDE, sophisticated AI agent orchestration systems, and a complete ecosystem serving partners, developers, and enterprises worldwide. In connection with potential business relationships, partnerships, evaluations, or collaborations between the Parties, each Party may disclose to the other Party certain confidential and proprietary information. Luna Base's Confidential Information includes highly valuable trade secrets that represent years of research and development and substantial financial investment.

## TERMS AND CONDITIONS

### 1. DEFINITION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

"Confidential Information" means all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, visually, in writing, or in any other form, that is identified as confidential at the time of disclosure or that would reasonably be considered confidential given the nature of the information and circumstances of disclosure.

**Luna Base's Confidential Information** encompasses all non-public information related to Luna Base's technology, business, and operations, including but not limited to the following non-exhaustive examples:

Luna Base's Confidential Information encompasses the complete architecture and implementation of the Luna Autopilot platform, including its cloud-based AI infrastructure, natural language processing systems converting descriptions into functional software, chat-based interface with conversation-to-code algorithms, no-code workflows, automated deployment with SSL and CDN, multi-platform output generation for web, mobile, and APIs, and credit/token consumption mechanisms.

Luna Base's Confidential Information includes the Luna Base IDE architecture with local/cloud synchronization, VS Code plugin implementation, version control integrations for GitHub, GitLab, and Bitbucket, source code ownership controls, AI-assisted developer workflows, and IDE licensing systems connecting to cloud infrastructure.

Our core technical architecture constitutes critical Confidential Information, including microservices architecture, event-driven AI models, multi-tenancy with data isolation, API-first design, proprietary Project Knowledge Sharing Bus, context management systems, cloud infrastructure across AWS, Azure, and GCP, and data processing orchestration systems.

The Lunastation.ai community portal includes its complete architecture, community engagement and gamification systems, user profiles with reputation tracking, content management and moderation, forums and collaboration tools, knowledge base with search algorithms, tutorial and certification programs, community content curation, platform integrations, and planned marketplace features.

Luna Base's partnership program and marketplace infrastructure covers the Partner Marketplace with transaction systems, referral and allocation algorithms, partner vetting, quality standards, fee structures, revenue sharing, performance tracking, client-partner matching, dispute resolution, and the Strategic Partnership Program.

Luna Base's AI agent technology represents core trade secrets, including specialized agents (Solution Consultant, Business Analyst, Solution Architect, Developer, QA Engineer, DevOps Engineer, Orchestration Copilot, Support Specialist) with their inter-agent protocols, training methodologies, and optimization methods.

All workflow modes, operational systems, performance optimization, unreleased features, business information, and market intelligence constitute Confidential Information and trade secrets protected indefinitely under applicable law.

The examples provided above are illustrative and non-limiting. Luna Base's Confidential Information includes any and all information related to Luna Base's platforms, technology, business strategies, operations, partnerships, customers, and any other non-public information disclosed or made available to Counterparty, regardless of whether such information is specifically enumerated in this Agreement. The absence of specific mention of any particular information, technology, or system does not exclude it from the definition of Confidential Information if it would reasonably be considered confidential given its nature and the circumstances of disclosure.

**Counterparty's Confidential Information** means any non-public, proprietary, or confidential information that Counterparty discloses to Luna Base in connection with this Agreement, including but not limited to business plans, technical data, product information, financial information, customer lists, and any information marked or identified as confidential. If Counterparty is or becomes a customer, partner, potential customer, or potential partner of Luna Base, Counterparty's Confidential Information specifically includes all customer-specific or partner-specific information such as internal business processes, integration requirements, customization needs, deployment configurations, usage patterns, business strategies, pricing arrangements, contract terms, competitive information, employee information, and any other sensitive business information shared in the context of evaluating, implementing, or using Luna Base services. Luna Base acknowledges its obligation to protect customer and partner confidential information with the same degree of care it uses to protect its own Confidential Information, recognizing that trust and confidentiality are essential to successful business relationships. The Parties acknowledge that while the primary purpose of this Agreement is to protect Luna Base's extensive platform technology and trade secrets, Luna Base is equally committed to protecting the confidential information of its customers, partners, and potential business relationships.

## **2. OBLIGATIONS OF THE RECEIVING PARTY**

Each Receiving Party agrees to maintain the Disclosing Party's Confidential Information in strict confidence and not disclose it to any third parties without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of evaluating and engaging in discussions concerning a potential business relationship or collaboration between the Parties and for no other purpose whatsoever. Luna Base specifically acknowledges that when receiving Confidential Information from customers, partners, potential customers, or potential partners, it will maintain such information in strict confidence, use it solely for the purposes of providing services, evaluating potential relationships, or improving its platforms and services for the benefit of such parties, and will not use such information to compete with or disadvantage the Counterparty in any way.

With respect to Luna Base's Confidential Information specifically, Counterparty agrees to maintain absolute confidentiality of all trade secrets indefinitely and all other Luna Base Confidential Information for a period of five years from the date of disclosure. Counterparty shall never disclose any Luna Base Confidential Information to any third party without prior written authorization from Luna Base's Chief Executive Officer or Chief Legal Officer. Counterparty strictly agrees not to use any Luna Base Confidential Information to develop or assist in developing competing products or services, reverse engineer, decompile, or analyze Luna Base technology, create derivative works or similar implementations, benchmark, test, or analyze for competitive purposes, publicly discuss, review, or comment on Luna Base technology, train or improve other AI models or systems, or solicit Luna Base partners, customers, or employees.

Each Receiving Party agrees to implement appropriate security measures for all Confidential Information, with Counterparty specifically agreeing to implement maximum security measures for Luna Base Confidential Information including encrypted storage for all digital information, physical security for any printed materials, comprehensive access logging and audit trails, immediate breach notification within twenty-four hours of discovery, complete destruction of all cached or temporary copies, and use of secure communication channels exclusively. Access to Confidential Information shall be restricted to individuals who have a legitimate need to know, have been informed of the confidential nature of such information, and are bound by confidentiality obligations at least as restrictive as those contained herein.

Upon request from the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information, with Counterparty specifically agreeing to return or destroy all Luna Base Confidential Information within forty-eight hours of request, providing written certification of such destruction if requested. Both Parties acknowledge that unauthorized disclosure of Confidential Information would cause irreparable harm to the Disclosing Party, with Counterparty specifically acknowledging that Luna Base technology represents substantial investment, years of research and development effort, critical competitive advantages in the AI development market, and irreplaceable trade secrets that form the foundation of Luna Base's business.

## **3. INTELLECTUAL PROPERTY RIGHTS**

All Confidential Information remains the sole and exclusive property of the Disclosing Party, and no licenses, implied licenses, or any rights whatsoever are granted by this Agreement except for the limited right to use Confidential Information for the purposes stated herein. Any feedback, suggestions, ideas, or

improvements provided by either Party regarding the other Party's technology or services shall become the property of the receiving Party. However, Counterparty specifically agrees that any feedback, suggestions, or improvements related to Luna Base technology automatically become the property of Luna Base without any compensation or attribution to Counterparty, and Counterparty hereby waives all moral rights and any claims to any derivative works or improvements based on or derived from Luna Base Confidential Information. Luna Base owns all rights to any analysis, reports, or materials created using or based on Luna Base Confidential Information.

#### **4. EXCLUSIONS FROM CONFIDENTIALITY**

Confidential Information excludes information that the Receiving Party can prove with clear, contemporaneous written evidence was publicly available through lawful means before disclosure by the Disclosing Party, becomes publicly available through no breach or fault by the Receiving Party or its representatives, was independently developed by the Receiving Party without any use of or reference to Confidential Information as demonstrated by written records created before exposure to such information, or was lawfully received from a third party with documented authorization to disclose such information. The burden of proving any exclusion rests entirely with the Party claiming such exclusion and requires documentary evidence created before exposure to the Confidential Information in question.

#### **5. TERM AND SURVIVAL**

This Agreement becomes effective immediately upon execution by both Parties and continues for a period of five years, unless extended by mutual written agreement. However, with respect to Luna Base's trade secrets, including all Luna platform technology, AI agents, and implementation details, confidentiality obligations survive indefinitely until such information enters the public domain through lawful means not involving any breach of this Agreement. Counterparty's obligations regarding Luna Base Confidential Information that does not qualify as trade secrets survive for five years from the date of disclosure. All obligations under this Agreement survive any termination of business relationships, employment, or other associations between the Parties.

#### **6. REMEDIES AND ENFORCEMENT**

Each Party acknowledges that unauthorized disclosure of the other Party's Confidential Information would cause irreparable harm for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other available remedies.

With respect to Luna Base's Confidential Information specifically, Counterparty acknowledges and agrees that Luna Base's Confidential Information, particularly its AI agent technology and platform architecture, is unique, valuable, and irreplaceable, and that any breach of obligations regarding Luna Base Confidential Information will cause immediate and irreparable harm to Luna Base. Luna Base shall be entitled to immediate injunctive relief without bond in any jurisdiction, recovery of all attorneys' fees and costs including those incurred in appeals, actual damages, consequential damages, and punitive damages where permitted by law.

#### **7. INTERNATIONAL ENFORCEMENT**

If Counterparty is located outside the United States, Counterparty expressly agrees that Luna Base may, at its sole discretion, enforce this Agreement and pursue any remedies in Counterparty's local jurisdiction, in the United States, or in any other jurisdiction where Counterparty has assets or conducts business. Counterparty consents to the jurisdiction of courts in any country where Luna Base elects to enforce this Agreement and waives any objections to jurisdiction, venue, or forum non conveniens. Luna Base may utilize all available legal mechanisms in Counterparty's jurisdiction, including but not limited to local trade secret laws, unfair competition laws, intellectual property protections, and any applicable international treaties or conventions. Counterparty agrees that this Agreement shall be enforceable to the maximum extent permitted under the laws of any jurisdiction where enforcement is sought, and if any provision is more restrictive than permitted under local law, such provision shall be modified to the maximum restriction permitted while maintaining the intent to protect Confidential Information. Counterparty further agrees to reimburse Luna Base for all costs associated with international enforcement, including translation costs, foreign legal counsel fees, and any bonds or deposits required by local courts.

## **8. REQUIRED DISCLOSURE**

If either Party is legally compelled by court order, subpoena, or governmental authority to disclose any Confidential Information of the other Party, such Party must notify the Disclosing Party immediately upon learning of such requirement, with Counterparty specifically required to notify Luna Base at [legal@lunabase.ai](mailto:legal@lunabase.ai) within four hours of receiving such order or request. The Party subject to compelled disclosure shall cooperate fully with the Disclosing Party's efforts to quash or limit the disclosure through protective orders or other legal means, disclose only the absolute minimum information legally required to be disclosed, and mark all disclosed materials with appropriate confidentiality legends identifying them as confidential property of the Disclosing Party.

## **9. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that it has full legal authority to enter into this Agreement and that this Agreement does not conflict with any other obligations or agreements to which it is bound. Counterparty additionally represents and warrants that it understands the proprietary and trade secret nature of Luna Base technology and the competitive advantages it provides, acknowledges that Luna Base competes in the AI development platform market and agrees not to use Luna Base Confidential Information to compete or assist competitors, will not use Luna Base Confidential Information for any purpose other than as specifically authorized by Luna Base, understands that violation of obligations regarding Luna Base Confidential Information may result in significant civil liability and legal action, has carefully read and understood all terms of this Agreement and has had the opportunity to seek legal counsel, and is accepting this Agreement voluntarily and knowingly without any duress or coercion.

## **10. GENERAL PROVISIONS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal law, including federal trade secret law, without regard to conflict of laws principles. However, Luna Base reserves the right to enforce this Agreement under the laws of any jurisdiction where Counterparty is located or where enforcement is sought. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware for matters involving parties located in the United States, but Luna Base may also pursue

remedies in any jurisdiction where Counterparty is located or has assets. If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to achieve the intended protection of Confidential Information, with all other provisions continuing in full force and effect.

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Party against whom such waiver is sought to be enforced, with waivers of Luna Base's rights specifically requiring signature by Luna Base's Chief Executive Officer or Chief Legal Officer. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that Luna Base may freely assign this Agreement to any successor or affiliate. All ambiguities in this Agreement shall be interpreted to maximize protection of the Disclosing Party's Confidential Information, with particular emphasis on protecting Luna Base's trade secrets and platform technology. This Agreement constitutes the entire agreement between the Parties regarding the confidentiality of information exchanged between them and supersedes all prior agreements, understandings, and communications on this subject. All protective provisions of this Agreement, including but not limited to confidentiality obligations, intellectual property rights, and remedies, survive any termination or expiration of this Agreement.

#### **ELECTRONIC ACCEPTANCE AND CERTIFICATION**

##### **COUNTERPARTY INFORMATION**

Please provide the following information:

**Full Legal Name:** \_\_\_\_\_

**Company/Organization:** \_\_\_\_\_

**Title/Position:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State/Province, ZIP:** \_\_\_\_\_

**Country:** \_\_\_\_\_

##### **CERTIFICATION UNDER PENALTY OF PERJURY**

By clicking "I Accept" below, you certify under penalty of perjury that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, you understand that Luna Base technology and information constitutes protected trade secrets under federal and state law, you acknowledge that violation of this Agreement may result in significant civil liability and legal action, you have the legal authority to bind yourself or your organization to this Agreement, you understand this is a legally binding contract that is fully enforceable in courts of law worldwide, you waive any claim that electronic acceptance is insufficient to create a binding agreement, you acknowledge that you may be held personally liable for violations regardless of your employment status or corporate structure, Luna Base is relying on this Agreement in determining whether to engage in discussions or share Confidential

Information with you, all information you have provided above is true, accurate, and complete, you are not currently employed by, affiliated with, or providing services to any competitor of Luna Base in the AI development platform market, and you consent to enforcement of this Agreement in any jurisdiction Luna Base selects.

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#### **ELECTRONIC SIGNATURE CAPTURE**

☐ **I ACCEPT AND AGREE** to all terms and conditions of this Mutual Non-Disclosure and Confidentiality Agreement and certify under penalty of perjury that all statements above are true and accurate.

#### **System Captured Data:**

- Date/Time of Acceptance: [System Generated]
  - IP Address: [System Captured]
  - Browser/Device Information: [System Captured]
  - Geographic Location: [System Captured]
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