

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement ("**Agreement**") is entered into as of the date of last signature below (the "**Effective Date**") between:

Luna Base Inc.

Address: 2501 North Harwood Street Suite 1900, Dallas, TX 75201-1664, United States
("Luna Base," "Company," "we," "us," or "our")

AND

[Counterparty Full Legal Name]

Company/Organization: [Counterparty Organization]
Address: [Counterparty Address]
("Counterparty," "you," or "your")

Luna Base and Counterparty may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, 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;

WHEREAS, Luna Base's proprietary technology includes Luna Autopilot, a cloud-based no-code AI development platform, Luna Studio (a downloadable professional developer IDE), sophisticated AI agent orchestration systems, and a complete ecosystem serving partners, developers, and enterprises worldwide;

WHEREAS, 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;

WHEREAS, Luna Base's Confidential Information includes highly valuable trade secrets that represent years of research and development and substantial financial investment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

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 Autopilot Platform:** The complete architecture and implementation including 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 Studio:** 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.
- **Core Technical Architecture:** 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.
- **Lunastation.ai Community Portal:** 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.
- **Partnership Program and Marketplace:** 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.
- **AI Agent Technology:** Six (6) specialized copilots (Requirements, Architecture, Coding, Testing, Deployment, and Project Management) powered by twenty (20) AI agents with their inter-agent protocols, training methodologies, and optimization methods.
- **Additional Protected Information:** All workflow modes, operational systems, performance optimization, unreleased features, business information, and market intelligence.

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

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

General Obligations

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;
- 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;
- Implement appropriate security measures for all Confidential Information;
- Restrict access to Confidential Information 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.

Luna Base's Obligations Regarding Counterparty Information

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;
- Not use such information to compete with or disadvantage the Counterparty in any way.

Counterparty's Specific Obligations Regarding Luna Base Information

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 (5) years from the date of disclosure;
- 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;
- Strictly refrain from using 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;
 - Solicit Luna Base partners, customers, or employees.

Security Measures for Luna Base Confidential Information

Counterparty specifically agrees 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 (24) hours of discovery;
- Complete destruction of all cached or temporary copies;
- Use of secure communication channels exclusively.

Return or Destruction of Confidential Information

Upon termination of this Agreement, or upon written request by the Disclosing Party at any time, the Receiving Party shall promptly return or destroy (at the Disclosing Party's option) all Confidential Information in any form, including all copies, notes, summaries, and excerpts thereof, and provide written certification of such return or destruction.

3. EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS

The obligations set forth in Section 2 shall not apply to any Confidential Information that the Receiving Party can demonstrate:

- Was known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records;
- Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by written records.

4. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a period of three (3) years, unless earlier terminated by either Party upon thirty (30) days written notice to the other Party. Notwithstanding termination, all confidentiality obligations regarding trade secrets shall survive indefinitely, and all other confidentiality obligations shall survive for five (5) years from the date of disclosure of the respective Confidential Information.

5. INTELLECTUAL PROPERTY RIGHTS

Nothing in this Agreement shall be construed as granting any rights or licenses to any intellectual property of either Party. All Confidential Information disclosed hereunder shall remain the sole and exclusive property of the Disclosing Party. No rights or licenses are granted by the Disclosing Party to the Receiving Party under any patent, copyright, trade secret, trademark, or other intellectual property right by implication or otherwise, except as expressly stated in this Agreement.

6. REMEDIES

The Parties acknowledge that monetary damages may be inadequate to compensate for breach of this Agreement and that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, without the necessity of proving actual damages or posting any bond. Such remedies shall not be deemed to be the exclusive remedies for breach but shall be in addition to all other remedies available at law or in equity.

7. INTERNATIONAL ENFORCEMENT

The Parties acknowledge that this Agreement may be enforced in multiple jurisdictions. Accordingly:

- Luna Base may seek enforcement in any jurisdiction where Counterparty is located, has assets, or where enforcement is otherwise appropriate;
- Counterparty expressly submits to the jurisdiction of courts in such jurisdictions for purposes of enforcing this Agreement;
- This Agreement shall be enforceable under international trade secret protection frameworks including TRIPS, the EU Trade Secrets Directive, and equivalent national laws;
- 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 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 within four (4) hours of receiving such order or request);
- 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;
- Mark all disclosed materials with appropriate confidentiality legends identifying them as confidential property of the Disclosing Party.

9. REPRESENTATIONS AND WARRANTIES

Mutual Representations

Each Party represents and warrants that:

- It has full legal authority to enter into this Agreement;
- This Agreement does not conflict with any other obligations or agreements to which it is bound.

Counterparty's Additional Representations

Counterparty additionally represents and warrants that:

- It understands the proprietary and trade secret nature of Luna Base technology and the competitive advantages it provides;
- It 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;
- It will not use Luna Base Confidential Information for any purpose other than as specifically authorized by Luna Base;
- It understands that violation of obligations regarding Luna Base Confidential Information may result in significant civil liability and legal action;
- It has carefully read and understood all terms of this Agreement and has had the opportunity to seek legal counsel;
- It is accepting this Agreement voluntarily and knowingly without any duress or coercion;

- It is not currently employed by, affiliated with, or providing services to any competitor of Luna Base in the AI development platform market.

10. GENERAL PROVISIONS

Governing Law

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.

Jurisdiction

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.

Severability

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.

Waiver

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.

Assignment

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.

Interpretation

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.

Entire Agreement

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.

Survival of Provisions

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.

11. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when:

- Delivered personally;
- Sent by confirmed electronic mail;
- Sent by registered or certified mail, return receipt requested; or

- Delivered by a recognized overnight courier service.

Notices shall be sent to the addresses set forth in the signature blocks below or to such other addresses as either Party may designate by written notice.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure and Confidentiality Agreement as of the Effective Date.

LUNA BASE INC.

By: _____
Name: _____
Title: _____
Date: _____

COUNTERPARTY

By: _____
Name: _____
Title: _____
Date: _____

Company/Organization: _____
Email: _____
Phone: _____
Address: _____

Country: _____