

MUTUAL NON-DISCLOSURE, TRADE SECRET PROTECTION & CLIENT DATA SEGREGATION AGREEMENT

Between Carapace LLC and the Client identified below or in an applicable Order Form

CONFIDENTIALITY	NO INTERMINGLING	TRADE-SECRET PROTECTION
MUTUAL	CLIENT-BY-CLIENT	DURING TRADE-SECRET STATUS
Core Commitment Each party will protect the other party's Confidential Information. Carapace will additionally maintain Client Confidential Information on a client-by-client basis and will not intermingle, pool, transfer, or use one Client's Confidential Information, Trade Secrets, or Client Data for another company's benefit except with the originating Client's prior written authorization.		

This Mutual Non-Disclosure, Trade Secret Protection & Client Data Segregation Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between Carapace LLC, a Florida limited liability company, with its principal business address at 1231 SW 12 Court, Miami, Florida 33135 ("Carapace"), and the customer identified in the signature block or an applicable Order Form ("Client"). Carapace and Client may each be referred to as a "Party" and collectively as the "Parties".

The Parties wish to explore, evaluate, implement, support, or otherwise conduct a business relationship involving Cortex, Carapace Services, and related products or services (the "Purpose"). In connection with the Purpose, either Party may disclose Confidential Information to the other. This Agreement establishes the rules for protecting that information, including Client-specific protections against cross-client intermingling.

1. Definitions

- 1.1 "Confidential Information" means all non-public information disclosed or made available by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), in any form, that a reasonable person would understand to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information includes business plans, pricing, customer information, product plans, financial information, security information, technical information, source code, software, designs, inventions, methods, models, prompts, workflows, documents, credentials, files, configurations, data, analyses, reports, and the terms of the Parties' relationship.
- 1.2 "Client Data" means all data, files, prompts, credentials, workflow materials, documents, configurations, business information, outputs, and other materials provided by or on behalf of Client or accessed through Client-authorized systems.
- 1.3 "Trade Secret" means Confidential Information that qualifies as a trade secret under applicable law, including information that derives independent economic value from not being generally known or readily ascertainable and that is subject to reasonable efforts to maintain its secrecy.
- 1.4 "Representatives" means a Party's employees, contractors, advisors, auditors, and professional representatives who have a legitimate need to know Confidential Information for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement.

- 1.5 "Client Environment" means a Client-specific workspace, repository, file store, credential tunnel, retrieval corpus, model context, configuration, sandbox, hosted environment, or other information boundary used by Carapace to perform the Purpose for that Client.

2. Confidentiality and Permitted Use

- 2.1 The Receiving Party will use the Disclosing Party's Confidential Information solely for the Purpose and not for any other purpose, including to compete with, disadvantage, or improperly benefit another person or entity.
- 2.2 The Receiving Party will protect the Disclosing Party's Confidential Information using at least reasonable care and no less than the care it uses to protect its own information of a similar nature, and will limit access to Representatives with a need to know for the Purpose.
- 2.3 The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party except to its Representatives as permitted by this Agreement or as otherwise expressly authorized in writing by the Disclosing Party.
- 2.4 Each Party is responsible for its Representatives' compliance with this Agreement and for any unauthorized use or disclosure by its Representatives to the same extent as if the Party had committed the unauthorized act itself.

3. Carapace Client-by-Client Segregation and No Intermingling

The following obligations apply specifically to Carapace with respect to Client Confidential Information, Client Data, and Client Trade Secrets.

- 3.1 Carapace will maintain reasonable client-by-client information boundaries appropriate to the nature of the services, the sensitivity of the information, and the technical environment. Carapace will not intentionally place Client Confidential Information into another client's Client Environment.
- 3.2 Carapace will not combine, pool, copy, transfer, expose, or make available Client Confidential Information, Client Data, credentials, Client-specific workflows, Client-specific routing rules, Client-specific process maps, or Client-specific outputs with or for another client unless Client has given prior written authorization that specifically identifies the information and approved use.
- 3.3 Carapace will not use Client Confidential Information or Client Data to train, fine-tune, evaluate, benchmark, seed, enrich, or otherwise improve a model, retrieval corpus, agent, template, workflow, prompt library, or service made available to another client, except with Client's prior written authorization.
- 3.4 Carapace will not use Client Confidential Information to create a client-specific deliverable for another client or to disclose a Client's methods, strategy, customer information, operations, non-public business information, Trade Secrets, or other proprietary materials to another client.
- 3.5 Carapace may use independently developed tools, generalized methods, skills, concepts, techniques, and know-how in serving other clients, provided that such use does not disclose, reproduce, rely on, or permit reconstruction of Client Confidential Information, Client Data, or Client Trade Secrets, and does not create a substantially similar client-specific deliverable derived from Client Confidential Information.
- 3.6 Carapace will use commercially reasonable administrative, technical, and organizational safeguards designed to prevent unauthorized cross-client access, including access-control practices, logical segregation where technically feasible, and personnel access restrictions based on need to know.

4. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate through contemporaneous written records:

- is or becomes publicly available through no breach of this Agreement by the Receiving Party or its Representatives;
- was lawfully known to the Receiving Party before disclosure by the Disclosing Party without a duty of confidentiality;
- is lawfully received from a third party without breach of any duty of confidentiality;
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- is approved in writing for release by the Disclosing Party.

The burden of proving an exclusion rests with the Receiving Party. Information will not be deemed non-confidential merely because individual elements are publicly known if the combination, arrangement, or application of those elements is not publicly known.

5. Compelled Disclosure

If the Receiving Party is required by law, regulation, subpoena, or court order to disclose Confidential Information, it may disclose only the portion legally required, provided that, to the extent legally permitted, it gives the Disclosing Party prompt written notice and reasonable cooperation so the Disclosing Party may seek protective treatment or other appropriate relief. The Receiving Party will use reasonable efforts to obtain confidential treatment for any compelled disclosure.

6. Ownership; No License; No Reverse Engineering

- 6.1** All Confidential Information remains the property of the Disclosing Party. No license, assignment, ownership interest, or other right is granted by disclosure of Confidential Information except the limited right to use it for the Purpose.
- 6.2** Neither Party may reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organization of the other Party's Confidential Information, except to the extent such restriction is prohibited by applicable law.
- 6.3** Nothing in this Agreement transfers ownership of Cortex, Carapace Background IP, Client Data, Client Trade Secrets, or Client-specific business materials. Ownership and use rights for any purchased products or services remain governed by the applicable Order Form and commercial agreement.

7. Security Incident Notice

A Receiving Party that becomes aware of an actual unauthorized access to, use of, or disclosure of the Disclosing Party's Confidential Information will notify the Disclosing Party without unreasonable delay and will take commercially reasonable steps to contain, investigate, and mitigate the incident. The Receiving Party will reasonably cooperate with the Disclosing Party regarding the incident, subject to applicable law and protection of other confidential information.

8. Return or Destruction

Upon the Disclosing Party's written request or upon termination of the Purpose, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information in its possession or control, except that the Receiving Party may retain: (a) one archival copy solely for legal, compliance, or dispute-resolution purposes; and (b) copies maintained in routine system backups, provided that retained information remains subject to this Agreement and is not restored or accessed except as necessary for backup recovery or legal compliance.

9. Term and Survival

- 9.1 This Agreement begins on the Effective Date and continues for three (3) years unless terminated earlier by either Party upon written notice.
- 9.2 The confidentiality and non-use obligations in this Agreement survive for three (3) years after termination or expiration with respect to Confidential Information that is not a Trade Secret, and for so long as the applicable information remains a Trade Secret under applicable law with respect to Trade Secrets.
- 9.3 Section 3 (Carapace Client-by-Client Segregation and No Intermingling) survives for the periods stated in Section 9.2, and any Client Data retained under Section 8 remains subject to the restrictions in this Agreement for so long as it is retained.

10. No Obligation; No Warranty

Nothing in this Agreement requires either Party to disclose any information, enter into a further transaction, purchase any product or service, or continue discussions. Confidential Information is provided "as is" without warranty of completeness, accuracy, or fitness for a particular purpose, except as may be expressly agreed in a later written agreement.

11. Remedies; Prevailing-Party Attorneys' Fees

Each Party acknowledges that unauthorized use or disclosure of Confidential Information, particularly Trade Secrets, may cause irreparable harm for which money damages may be inadequate. Accordingly, the Disclosing Party may seek temporary, preliminary, and permanent injunctive or equitable relief, without the need to post a bond to the extent permitted by law, in addition to any other remedies available at law or in equity.

In any action or proceeding arising out of or relating to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing Party, including fees and costs incurred at trial, on appeal, in post-judgment proceedings, and in collection efforts.

12. Governing Law; Exclusive Venue

This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-laws rules. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Miami-Dade County, Florida, and, where federal subject-matter jurisdiction exists, the United States District Court for the Southern District of Florida, Miami Division. Each Party waives any objection based on inconvenient forum or improper venue.

13. Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement to an affiliate or successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets, provided the assignee agrees in writing to be bound by this Agreement.

14. Entire Agreement; Relationship to Other Agreements

This Agreement is the entire agreement between the Parties concerning confidentiality, trade-secret protection, and client-data segregation for the Purpose, and supersedes prior discussions on those subjects. If the Parties enter into an Order Form, Cortex Commercial License Agreement, Strategy & Support Retainer Terms, Discovery & Integration Sprint Agreement, Statement of Work, Data Processing Addendum, or Security Exhibit, those documents may supplement this Agreement. If there is a conflict, the provision that provides greater protection for Confidential Information, Trade Secrets, or Client Data will control, unless the Parties expressly agree otherwise in a signed writing that specifically references this Agreement.

No other agreement, course of dealing, or operational practice authorizes cross-client pooling, training, use, disclosure, or intermingling of Client Confidential Information absent Client's prior written authorization meeting the requirements of Section 3.2 or Section 3.3.

15. Notices; Counterparts; Electronic Signatures

Notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail, or email with confirmation of receipt, to the addresses listed below or to an updated address provided by written notice. Carapace notices may be sent to CarapaceAI@gmail.com. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together are one instrument. Electronic signatures and electronically delivered counterparts are binding to the fullest extent permitted by law.

Carapace Contact Information

Carapace LLC
1231 SW 12 Court, Miami, Florida 33135
CarapaceAI@gmail.com | CarapaceAI.org

AGREED AND ACCEPTED:

CARAPACE LLC	CLIENT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____