MUTUAL NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND COLLABORATION

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into effective as of _____ (the "Effective Date") by and between **VIDIZMO Inc.**, a Delaware corporation, with principal offices located at 1775 Tysons Blvd, 5th Floor, Tysons, VA 22102, US ("VIDIZMO"), and _____, a _____ organized under the laws of _____, with principal offices located at _____ ("Partner") (each referred to individually as a "Party" and collectively as the "Parties").

1. DEFINITIONS

1.1 Trade Secrets. "Trade Secrets" means information that (a) derives independent economic value from not being generally known; (b) is the subject of reasonable efforts to maintain its secrecy; and (c) is clearly marked or identified as "Confidential" or "Trade Secret" at the time of disclosure. Trade Secrets include, but are not limited to: proprietary algorithms, source code, technical architectures, customer lists not publicly available, pricing models, business strategies not otherwise known, AI training methodologies, and product roadmaps explicitly marked as confidential. Trade Secrets shall NOT include information that (i) was known to the Receiving Party prior to disclosure as evidenced by written records; (ii) is publicly available through no breach of this Agreement; (iii) is rightfully received from a third party without confidentiality obligations; (iv) is independently developed without access to or use of the Disclosing Party's Trade Secrets; or (v) is required to be disclosed by law or court order, subject to Section 10.

1.2 Marking and Notification. Information shall be deemed Trade Secrets only if (a) clearly marked "Confidential" or "Trade Secret" on written materials; (b) identified as confidential verbally at the time of disclosure with written confirmation within five (5) business days; or (c) identified in a written summary provided within ten (10) business days of oral disclosure. Unmarked or unidentified information is presumed to be non-confidential and may be freely used and disclosed.

1.3 Receiving Party. "Receiving Party" means the Party receiving Trade Secrets from the Disclosing Party.

1.4 Disclosing Party. "Disclosing Party" means the Party disclosing Trade Secrets to the Receiving Party.

1.5 Affiliate. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting interests of the entity or the power to direct its management and policies. VIDIZMO's Affiliates include VIDIZMO LLC, a Virginia limited liability company.

1.6 VIDIZMO Affiliates. VIDIZMO may disclose and receive Trade Secrets under this Agreement through any of its Affiliates. Trade Secrets disclosed by or to a VIDIZMO Affiliate are treated as disclosed by or to VIDIZMO, and that Affiliate may enforce this Agreement as to its own Trade Secrets. Sharing of Partner's Trade Secrets between VIDIZMO and its Affiliates is permitted on a need-to-know basis for the purpose in Section 3.1 and does not require notice under Section 3.2. VIDIZMO remains responsible for its Affiliates' compliance with this Agreement. Where a later agreement arising from the Proposed Partnership names a VIDIZMO Affiliate as the contracting party, that Affiliate may use Trade Secrets received under this Agreement to the same extent as VIDIZMO.

1.7 Proposed Partnership. "Proposed Partnership" means the potential business, technical, or commercial relationship between the Parties that is the subject of their discussions under this Agreement.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, unless earlier terminated. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Termination shall not retroactively affect disclosure or use of Trade Secrets prior to termination.

2.2 Survival. The Parties' obligations with respect to Trade Secrets shall survive termination for a period of three (3) years from the date of termination, unless the Trade Secret is independently developed or publicly disclosed without breach of this Agreement.

3. PERMITTED USES AND DISCLOSURES

3.1 The Receiving Party may use Trade Secrets solely for the purpose of evaluating the Proposed Partnership. Receiving Party may disclose Trade Secrets on a need-to-know basis to employees, contractors, and advisors (including legal counsel and accountants) who are bound by written confidentiality obligations at least as protective as this Agreement.

3.2 The Receiving Party may disclose Trade Secrets to its affiliates and technology partners engaged in joint development or integration activities, provided (a) such parties are contractually bound to treat the information as Trade Secrets, and (b) the Disclosing Party is promptly notified of such disclosure, except as provided in Section 1.6.

3.3 If the Proposed Partnership proceeds, the Receiving Party may use Trade Secrets as necessary to develop, deploy, market, and support joint solutions under a separate integration or partnership agreement that specifies usage rights, ownership, and commercial terms.

3.4 The Receiving Party may disclose Trade Secrets if required by applicable law, court order, or governmental authority, provided that the Receiving Party gives prompt written notice to the Disclosing Party and reasonably cooperates with efforts to seek protective orders or confidential treatment.

4. STANDARD OF CARE

The Receiving Party shall protect Trade Secrets with reasonable care, consistent with industry standards for protecting similar information. This standard shall not require extraordinary or burdensome measures and does not guarantee that breaches will not occur. The Receiving Party shall implement reasonable safeguards, including restricted access, secure storage, and confidentiality training for employees with access to Trade Secrets.

5. INDEPENDENT DEVELOPMENT AND BUSINESS FREEDOM

5.1 This Agreement is NOT a non-compete agreement. Each Party retains the right to:

- Independently develop products or services in the same or related technology domains;
- Enter into partnerships, integrations, or commercial relationships with third parties, including competitors;

- Pursue business opportunities of any kind, in any vertical or geography; and
- Retain and use residual knowledge, ideas, and experience retained unaided in the memories of employees, provided no written materials, source code, or documentation are copied or referenced.

5.2 The only restriction is that the Receiving Party shall not use or disclose the other Party's Trade Secrets in violation of this Agreement. Developing competing or overlapping technology using the Receiving Party's own resources and intellectual property is permitted.

6. RETURN OR DESTRUCTION OF TRADE SECRETS

Upon written request or termination of this Agreement, the Receiving Party shall, at its option, either return or securely destroy all written Trade Secrets and tangible materials, and certify such destruction in writing within thirty (30) days. This obligation does not apply to (a) information in archived logs or backups maintained for legal compliance; (b) information in personnel files related to employees who had access; or (c) information retained in unaided human memory. If a Proposed Partnership proceeds, data may be retained as necessary to support ongoing operations under a separate agreement.

7. NO LICENSE OR OWNERSHIP TRANSFER

Disclosure of Trade Secrets does not grant the Receiving Party any license, ownership interest, or right to use Trade Secrets except as explicitly permitted in this Agreement. All intellectual property rights remain the exclusive property of the Disclosing Party. No covenant not to sue or patent license is implied or granted.

8. NO OBLIGATION TO PROCEED

Neither Party is obligated to enter into the Proposed Partnership. Disclosure of Trade Secrets does not constitute an offer, commitment, or warranty that a partnership will be formed or that any commercial relationship will exist.

9. DISCLAIMER

TRADE SECRETS ARE DISCLOSED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE DISCLOSING PARTY DOES NOT WARRANT THAT TRADE SECRETS ARE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR USE.

10. LEGALLY REQUIRED DISCLOSURE

If the Receiving Party is required by law, regulation, court order, or governmental authority to disclose Trade Secrets, the Receiving Party shall provide prompt written notice to the Disclosing Party and reasonably cooperate with efforts to obtain a protective order, seal, or other confidential treatment. The Receiving Party shall disclose only that portion of the Trade Secrets that is legally required.

11. NO IMPLIED AGREEMENTS

This Agreement constitutes the entire agreement between the Parties regarding the protection of Trade Secrets and supersedes all prior negotiations, understandings, and agreements, whether written or oral. No partnership, joint venture, agency relationship, or other commitment is created unless documented in a separate written agreement signed by both Parties.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. Any legal action or proceeding shall be exclusively brought in the state or federal courts located in Arlington County, Virginia.

13. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

14. NOTICES

All notices, requests, and communications under this Agreement shall be in writing and delivered by email (with read receipt), certified mail, or hand delivery to the addresses below. Either Party may update its address by written notice.

For VIDIZMO: Legal Department, VIDIZMO Inc., 1775 Tysons Blvd, 5th Floor, Tysons, VA 22102, US. Email: legal@vidizmo.com

For Partner: _____

Email: _____

15. EXECUTION AND BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. This Agreement may be executed in counterparts, including by email or electronic signature, each of which shall be an original and together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VIDIZMO INC.	PARTNER
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____