

AI COUNTERPARTY

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (hereinafter “Agreement”) is entered into this ____ day of _____ 2024 by Bunn.Law, PLLC d/b/a AIcounterparty (“**AIcounterparty**”), and _____, (“**Client**”). AIcounterparty and Client are collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

A. The Parties are investigating the possibility of entering into a business relationship with respect to AIcounterparty, a company that uses AI, Large Language Models, CGI, and other technologies to create avatars for simulations used in preparations for interactions with their real-world counterparties (a “**Relationship**”).

B. In connection with a possible Relationship, it will be necessary for each Party to review and to discuss with its Representatives (as defined below) certain Confidential Information (as defined below) of the other.

C. Each Party is willing to disclose certain Confidential Information to the other solely for use in evaluating a possible Relationship, subject to the terms and conditions of this Agreement.

D. Client understands and agrees that AIcounterparty’s services involve the use of artificial intelligence and computer-generated imagery (CGI) to create lifelike avatars. By entering into this Agreement, Client consents to AIcounterparty’s use of such technologies for the purposes of the Relationship.

E. Client acknowledges that artificial intelligence models, including those used by AIcounterparty, can sometimes “hallucinate,” meaning they may generate content or responses that are inaccurate, nonsensical, or inconsistent with reality. AIcounterparty will make reasonable efforts to minimize such occurrences but cannot guarantee the avatars will be completely free of hallucinations.

F. Client represents and warrants that any information or data provided to AIcounterparty for the purpose of creating avatars will be legally obtained and that Client has the lawful right to use such information, whether it originates from the public domain or from sources for which Client has appropriate permissions.

G. Client agrees not to provide AIcounterparty with any sensitive personal information, trade secrets, or other confidential data that Client does not have the legal right to share, or that could create liability for either Party if incorporated into the avatars or simulations.

H. Client agrees not to disclose to any third party the specific technologies, algorithms, or methodologies used by AIcounterparty in the creation of avatars and simulations, except as required by law or with the express written consent of AIcounterparty.

I. During the term of this Agreement and for a period of two (2) years following its termination, Client shall not, directly or indirectly, solicit, induce, recruit, or encourage any of AIcounterparty’s employees, contractors, or Representatives to leave their employment or engagement with AIcounterparty, or attempt to do so.

J. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying ideas, or algorithms of any avatar, simulation, software, or technology provided by AIcounterparty, except to the extent expressly permitted by applicable law notwithstanding this limitation.

K. Client acknowledges that results from the use of AIcounterparty's services may vary, and that AIcounterparty makes no representations or warranties as to the benefit, accuracy, or effectiveness of the avatars or simulations provided. Furthermore, while the avatars are intended to mimic the behavior and characteristics of Client's counterparties, AIcounterparty makes no guarantee that the avatars will act exactly like the individuals they are modeled after.

L. Client agrees that the avatars and simulations provided by AIcounterparty are for use solely within the scope of the Relationship and shall not be used outside of or after the termination of the Relationship with AIcounterparty, without the express written consent of AIcounterparty.

M. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to make a good faith effort to resolve the dispute before resorting to legal action. This shall include, at a minimum, a phone call between the Parties to discuss the issue and seek a resolution. If the dispute is not resolved through the phone call, the Party seeking to initiate legal action must first provide the other Party with a written letter outlining the nature of the dispute and proposing a solution. The recipient Party shall have thirty (30) days from receipt of the letter to provide a written response.

N. If, after following the dispute resolution process outlined in Recital M, the Parties are still unable to resolve their differences, they may mutually agree to engage in mediation or arbitration. However, if both Parties do not agree to mediation or arbitration, or if one party fails to respond within ten (10) days of a request to mediate or arbitrate, either Party may then proceed with filing a legal action against the other.

ACCORDINGLY, the parties, in consideration of the mutual covenants and agreements hereinafter set forth and incorporating the above Recitals into this Agreement, agree as follows:

1. Obligation of Confidentiality.

A. In the course of developing a plan for and/or otherwise engaging in the proposed Relationship, the Parties will disclose Confidential Information to one another. A Party receiving Confidential Information (referred to herein as the "Receiving Party") from the Party disclosing such Confidential Information (referred to herein as the "Disclosing Party") shall hold all Confidential Information of the Disclosing Party in trust and confidence and shall: (i) use such Confidential Information only for purposes of evaluating whether to enter into a Relationship and/or in the implementation thereof; and (ii) not, at any time or under any circumstances: (a) disclose such Confidential Information to any individual or entity other than: (x) to Receiving Party's directors, officers, employees, representatives, agents, attorneys, and advisors (each a "Representative"), but in each case, only if such Representative has a need to know such Confidential Information in connection with evaluating and/or implementing the Relationship and such Representative is bound by confidentiality provisions (whether ethically or contractually) substantially similar to those contained herein; and/or (y) subject to the second to last sentence of this Section 1(A), disclosures required by applicable law; (b) use such Confidential Information for any other purpose (whether to unfairly compete, interfere with the Disclosing Party's business relationships; for

the Receiving Party's own private benefit or for the benefit of any person firm, or entity other the Disclosing Party; to obtain unfair advantage vis-a-vis the Disclosing Party, or otherwise); (c) make copies of any written Confidential Information except as required in connection with evaluating and/or implementing the Relationship; and/or (d) decompile, disassemble, decode, reproduce, redesign or reverse engineer Confidential Information or any part thereof. If Receiving Party receives, at any time, a request to disclose Confidential Information in connection with any legal proceeding, it will promptly notify the Disclosing Party and consult with the Disclosing Party regarding the advisability of taking steps to resist or narrow such request, and if disclosure is required or deemed advisable by legal counsel to the Disclosing Party, will cooperate with the Disclosing Party in any lawful attempt to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives and affiliates.

B. Confidential Information is the confidential and proprietary information of the Disclosing Party and nothing herein shall be construed to grant or imply, any claim, right, title, property or other interest or license of any kind or nature in such Confidential Information. Upon termination of discussions relating to a Relationship and/or upon demand by the Disclosing Party (at any time), all Confidential Information of the Disclosing Party shall be promptly returned to Disclosing Party or destroyed. A senior officer of Receiving Party shall certify in writing to such return or destruction within thirty (30) days of the Disclosing Party's reasonable request. Disclosure of Confidential Information by Receiving Party and/or any representative of Receiving Party other than in compliance with the terms of Section 1(A) above shall be a material breach hereof by Receiving Party.

C. For purposes of this Agreement, "Confidential Information" means and includes: (1) any and all data and/or other information provided by Disclosing Party and/or any representative of Disclosing Party to Receiving Party and shall include, by way of example and, without limitation: all trade secrets (as such term is defined in the Florida's Uniform Trade Secrets Act (FUTSA), or similar laws of other states); proprietary data; the identity of customers, prospects and targets; supplier lists; lists of manufacturers and subcontractors; know-how; works-in-progress, development tools, flow charts, and databases; knowledge with respect to costs, services; financial information; information relating to Disclosing Party's business operations and/or business plans; data, drawings, benchmark tests, specifications; computer systems, software, and programs (including source code and/or object code); inventions (whether or not patented, patentable or otherwise protectable under patent, trademark or copyright laws); trademarks and copyrights; scientific or technical data and/or information; designs, procedures, processes, technologies, and methods; unpublished or non-public information; any information which Receiving Party is obligated to treat as confidential pursuant to any course of dealing or any agreement to which such Receiving Party is a party or otherwise bound; (2) this existence of this Agreement; (3) discussions regarding the Relationship; and (4) any other information regarding the Disclosing Party or any agreements or arrangements to which Disclosing Party may be a party, in each case, without regard to whether all or any of the foregoing matters would or would not be deemed by a court of competent jurisdiction to be confidential, material or important; provided that Confidential Information shall not include any information, which: (a) was already known to Receiving Party, without obligation to keep it confidential, at the time of its receipt from Disclosing Party, as evidenced by documents in the possession of Receiving Party prepared or received prior to disclosure of such information; (b) information received by Receiving Party in good faith from a third party lawfully in possession thereof without obligation to keep such information confidential and without requiring Receiving Party to keep the information confidential; (c) information publicly known at the time of its receipt by Receiving Party or which has become publicly known other than by a breach of this Agreement, and/or (d) information independently developed by Receiving Party without use of the Confidential Information of the Disclosing Party.

2. Termination of Discussions. Neither Party is obligated by this Agreement to enter into any agreement or other arrangement concerning a possible Relationship. Either Party may, in its sole discretion, without giving any reason therefore, terminate any discussion concerning a possible Relationship by written notice to the other. In no event shall such termination affect any of the respective obligations of a Party to this Agreement, which obligations shall (unless specifically stated herein to the contrary) continue indefinitely.

3. Costs and Expenses. Each Party hereto will bear its own costs and expenses with respect to a possible Relationship. No joint venture, partnership or other fiduciary relationship shall be deemed to exist or arise between the Parties with respect to this Agreement or any possible Relationship until such time as definitive agreements are entered into with respect thereto.

4. No Representations. Neither Party nor any of their respective Representatives makes any representation or warranty, either expressed or implied, as to the accuracy or completeness of any information delivered to the other (regardless of whether considered Confidential Information subject to the confidentiality obligations hereof). With the exception of a breach of the obligations under this Agreement, neither Party nor any their respective Representatives shall have any liability to the other Party or such Party's Representatives on any basis (including, without limitation, in contract, tort, under federal or state securities laws or otherwise) as a result of participation in developing or evaluating a possible Relationship.

6. Remedies. Compliance with the covenants set forth in this Agreement is necessary for the protection of the business and the goodwill and other proprietary interests of the Disclosing Party and any violation of this Agreement will cause severe and irreparable injury to the Disclosing Party, which injury is not adequately compensable by money damages. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Disclosing Party shall have the right to immediate appropriate injunctive relief or a decree of specific performance, without the necessity of showing any irreparable injury or damages. The parties further agree that each of the rights and remedies shall be independent of the other, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

5. Reasonableness of Restrictions. Each Party has carefully read and considered the provisions of this Agreement and, having done so, agrees that the restrictions set forth in this Agreement are fair and reasonable and are reasonably required for the protection of the interests of the other Party. Notwithstanding the foregoing, if, in any judicial proceeding, a court shall refuse to enforce any of the covenants included herein, then the unenforceable covenant(s) shall be deemed modified so as to become enforceable to the maximum extent permitted, and if such modification is not permitted, then such unenforceable covenants shall be deemed eliminated from these provisions for the purpose of the proceeding to the extent necessary to permit the remaining separate covenants to be enforced. It is the intent and agreement of the Parties to this Agreement that the covenants contained herein be given the maximum force, effect and application permissible under law.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other. Delivery of an executed counterpart of this Agreement by facsimile, .pdf, .tif, .gif, .jpg or similar image (any such delivery, an "Electronic Delivery") sent via electronic mail shall be equally as effective and binding as delivery of an executed original counterpart. No Party shall raise the use of Electronic Delivery to

deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense.

7. Choice of Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. The parties: (a) agree that all actions arising directly or indirectly out of this Agreement shall be litigated only in Alachua County, Florida (collectively, the “Courts”), and the parties hereby irrevocably consent to the personal jurisdiction and venue of those courts over the parties to this Agreement; (b) waive any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in the Courts; and (c) waive the right to plead or claim, and irrevocably and unconditionally agree not to plead or claim, that any action, suit or proceeding arising out of or relating to this Agreement that is brought in any Court has been brought in an inconvenient forum.

8. Notices. All notices required or permitted hereunder shall be sufficiently given if in writing and delivered personally, or if sent by internationally recognized overnight courier, registered or certified mail to the addresses set forth below, or at such other address as may be designated in accordance with the notice provision of this Section. Such notice or other communication shall be deemed received (a) on the date delivered, if delivered personally, (b) on the business day after being sent if sent by an internationally recognized overnight courier, or (c) five days after being sent, if sent by first class registered or certified mail.

If to Alcounterparty:	If to _____:
Bunn.Law, PLLC	_____
d/b/a Alcounterparty	_____
c/o Robert DeV. Bunn, Esq.	_____
5745 S.W. 75 th Street, Suite 297	_____
Gainesville, FL 32608	_____

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Alachua County, Florida. Each Party hereby irrevocably consents to the personal jurisdiction and venue of such courts.

(Intentionally left blank.)

10. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings and negotiations (whether oral or written), and advertisements (expressed or implied). No parol evidence of prior or contemporaneous agreements, understandings or negotiations shall govern or be used to construe or modify this Agreement. No modification or alteration of this Agreement shall be deemed effective unless in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Bunn.Law, PLLC d/b/a AICounterparty
a Florida professional limited liability company

By: _____
Robert Bunn, Managing Member

By: _____
_____, _____

If executing Personally:

Printed Name: _____

Signature: _____