

MUTUAL NONDISCLOSURE AGREEMENT

PARTIES	Arryve Tech Corporation , a Delaware corporation, doing business as “ Moonin ” (“ Moonin ”), and _____ (the “ Counterparty ”)
PURPOSE	Evaluating and pursuing a potential business relationship relating to Moonin’s AI chief-of-staff platform and related services for owners and operators of multiple businesses
EFFECTIVE DATE	_____, 20____
NDA TERM	2 years from the Effective Date
CONFIDENTIALITY PERIOD	3 years from disclosure; for trade secrets, as long as trade-secret protection applies
GOVERNING LAW & COURTS	Tennessee law; state and federal courts in Davidson County, Tennessee

1. Confidential Information. “Confidential Information” is non-public information that one party (the “Discloser”) shares with the other (the “Receiver”) in connection with the Purpose and that is marked confidential or would reasonably be understood to be confidential — including business, technical, product, pricing, and client information, and the fact that the parties are in discussions. It does not include information that: (a) is or becomes public through no fault of the Receiver; (b) the Receiver already knew without a confidentiality obligation; (c) a third party rightfully provides to the Receiver; or (d) the Receiver develops independently.

2. What the Receiver Must Do. The Receiver will use Confidential Information only for the Purpose, protect it with at least reasonable care, and share it only with its employees, officers, professional advisors, affiliates, and contractors who need it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement. The Receiver remains responsible for their compliance, and will promptly tell the Discloser if it learns of any unauthorized use or disclosure.

3. Legally Required Disclosure. The Receiver may disclose Confidential Information where legally required, provided it gives the Discloser prompt notice where lawful and discloses only what is required.

4. Return or Deletion. At the Discloser’s request, the Receiver will promptly return or delete all Confidential Information, except one copy retained only if required by law or standard backup policy, which stays subject to this Agreement.

5. Term. This Agreement applies to Confidential Information disclosed during the NDA Term. Confidentiality obligations continue for the Confidentiality Period stated above.

6. No License; No Warranty; No Commitment; Feedback. Confidential Information remains the Discloser’s property and is provided “as is,” without warranties. No license or other rights are granted. Either party may use feedback the other gives about its products or services to improve them, without restriction or obligation, but this grants no right to the other party’s Confidential Information. Neither party is obligated to proceed with any business relationship, and neither party will announce the discussions without the other’s consent.

7. Remedies. A breach may cause harm that money cannot fix, so the Discloser may seek injunctive relief in addition to its other remedies.

8. General. This is the parties’ entire agreement about confidentiality for the Purpose. Changes must be in a writing signed by both parties. It may be signed in counterparts, including electronically, and is governed by the law and courts stated above.

ARRYVE TECH CORPORATION

d/b/a **MOONIN**

By: _____

Name: _____

Title: Co-Founder

Date: _____

COUNTERPARTY: _____

By: _____

Name: _____

Title: _____

Date: _____