Mutual Non-Disclosure Agreement

For discussions relating to AI, oracle, blockchain, and industrial credit systems

Effective Date: _____ (the "Effective Date")

Disclosing / Receiving Parties:

1. **Ukiyo Network** ("Company"), contact: contact@ukiyo.network
2. **Counterparty:** _____ ("Counterparty")

Each a "Party" and together the "Parties".

In consideration of the mutual disclosures and discussions regarding potential business, pilot, technical evaluation, investment, employment, or partnership opportunities (the "Purpose"), the Parties agree as follows.

1. Definition of Confidential Information

1. "Confidential Information" means all non-public information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or by inspection, that is designated confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including without limitation:
   a. business plans, financials, customer and supplier identities, pricing, pilot terms;
   b. technical designs, architectures, white papers in draft, source code, models, prompts, datasets, APIs, schemas;
   c. oracle, agency, and SPOOL protocol designs, smart-contract addresses, keys (if any are shared), security processes;
   d. roadmaps, unpublished product plans, and operational runbooks;
   e. personal data or plant/production data shared for evaluation.

2. Exclusions

2. Confidential Information does not include information that the Receiving Party can document:
   a. is or becomes public through no breach of this Agreement;
   b. was lawfully known to the Receiving Party before disclosure without confidentiality duty;
   c. is independently developed without use of Confidential Information; or
   d. is rightfully received from a third party without confidentiality duty.

3. Obligations

3. The Receiving Party shall:

a. use Confidential Information solely for the Purpose;

b. not disclose it to any third party without prior written consent of the Disclosing Party, except to employees, contractors, or professional advisors with a need to know who are bound by confidentiality obligations no less protective than this Agreement;

c. protect it with at least the same care it uses for its own confidential information of like importance, and in no event less than reasonable care;

d. not reverse engineer, decompile, or extract underlying ideas from software or models except as permitted by mandatory law;

e. promptly notify the Disclosing Party of any unauthorized use or disclosure and cooperate in remediation.

4. Compelled Disclosure

4. If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall (to the extent legally permitted) give prompt notice to the Disclosing Party and reasonable cooperation to seek a protective order or other remedy. Disclosure shall be limited to the minimum required.

5. No License; No Obligation to Proceed

5. No license under any patent, copyright, trademark, trade secret, or other IP is granted except the limited right to use Confidential Information for the Purpose. Nothing in this Agreement obligates either Party to enter into any further agreement, pilot, investment, or transaction.

6. Residuals; Feedback

6. Neither Party shall be restricted from using residual knowledge retained in unaided memory by personnel who had authorized access, provided this does not grant a license to the Disclosing Party's patents, copyrights, or trade secrets embodied in tangible Confidential Information. Feedback provided to Company regarding its products may be used by Company without restriction or obligation, unless otherwise agreed in writing.

7. Return or Destruction

7. Upon written request, or upon termination of discussions, the Receiving Party shall promptly return or securely destroy Confidential Information (including copies), except one archival copy retained solely for legal/compliance purposes under continued confidentiality, and except backups that are infeasible to purge and remain subject to this Agreement until overwritten.

8. Term

8. This Agreement begins on the Effective Date and continues for **three (3) years**, unless earlier terminated by either Party on thirty (30) days' written notice. Confidentiality obligations survive for **five (5) years** after disclosure (and indefinitely for trade secrets for so long as they remain trade secrets under applicable law).

9. No Warranty; Limitation

9. Confidential Information is provided "AS IS." The Disclosing Party makes no warranties regarding accuracy or completeness. Neither Party shall be liable for indirect, incidental, special, consequential, or punitive damages arising from this Agreement, except for breach of confidentiality, misappropriation of IP, or willful misconduct, to the extent such limitation is permitted by law.

10. Remedies

10. The Parties acknowledge that unauthorized disclosure may cause irreparable harm for which monetary damages are inadequate. The Disclosing Party is entitled to seek injunctive or other equitable relief without proving actual damages or posting bond, in addition to other remedies available at law or equity.

11. Governing Law; Dispute Resolution

11. This Agreement is governed by the laws of _____ (insert governing jurisdiction), without regard to conflict-of-law rules. Exclusive venue for disputes shall be the courts located in _____, unless the Parties agree in writing to arbitration.

12. General

12. This Agreement is the entire agreement on confidentiality for the Purpose and supersedes prior NDAs on the same subject. Amendments must be in writing and signed by both Parties. If any provision is unenforceable, the remainder continues in force. Neither Party may assign without prior written consent, except to a successor in connection with merger or sale of substantially all assets. Notices may be sent to the emails or addresses listed below (or updated in writing). Counterparts (including electronic signatures) are permitted and together form one instrument.

> **Important:** This is a working template for Ukiyo Network business discussions. It is not legal advice. Have counsel review and complete governing law, venue, and party details before use. For pilot or production plant data, consider a separate data-processing / security addendum.

COMPANY — UKIYO NETWORK

Signature

Name

Title

Date

Email / Address

COUNTERPARTY

Signature

Name

Title / Company

Date

Email / Address