

This Mutual Non-Disclosure Agreement (“MNDA”) is between Dash Networks, Inc., dba Enzu (“Party 1”), a Wyoming company with its principal place of business at 109 E. 17th St. Ste 5883 Cheyenne, WY 82001, USA (“Party 1”) and \_\_\_\_\_ (“Party 2”) with its principle place of business at \_\_\_\_\_ is effective on the date of last signature below. Party 1 and Party 2 are hereinafter referred to collectively as the “Parties” or individually as a “Party”.

The parties intend to engage in discussions regarding facilitating a transaction, joint project, or potential Partnership between the Parties (“Purpose”). To further the Purpose, each party and its affiliated entities (“Discloser”) may provide proprietary and confidential information to the other party and its affiliated entities (“Recipient”).

**1. Confidential Information.** “Confidential Information” is any information marked or declared as confidential upon disclosure or the confidential nature of which is evident to a reasonable person. Confidential Information does not include information that (i) is or becomes generally available to the public other than by violation of this NDA; (ii) becomes available to Recipient from a source other than Discloser, provided that Recipient has no reason to believe that the information is subject to an obligation of confidentiality; (iii) was in Recipient’s possession without obligation of confidentiality prior to receipt from Discloser; or (iv) is independently developed by Recipient without the use of the Confidential Information. Recipient may disclose Confidential Information to the extent required by a governmental agency or law, provided that Recipient gives written notice to Discloser promptly upon receipt of notice of the required disclosure to the extent such notice is permitted by law and cooperates with Discloser to limit the scope of disclosure.

**2. Obligations of Recipient.** Recipient will protect the Confidential Information using the same means that it uses to protect its own information of a similar nature, and in any event not less than reasonable means. Recipient will use the Confidential Information only in connection with the Purpose and will only disclose Confidential Information to those of its employees, employees of its affiliates, agents and contractors who have a need to know such Confidential Information for the Purpose. All recipients must have executed a written agreement no less stringent than this NDA, and Recipient will be liable for each recipient’s compliance with this NDA. Recipient will not reverse engineer or decompile software or any item containing Confidential Information. Upon Discloser’s request, Recipient will return or destroy all Confidential Information except copies required for compliance with applicable laws or made as a matter of routine information technology backup, so long as they remain confidential per this NDA. These obligations continue for three years after the respective Confidential Information is disclosed, regardless of termination of this NDA.

**3. Ownership.** All Confidential Information disclosed by Disclosing Party shall remain the property of Disclosing Party. Nothing herein shall require the disclosure of any Confidential Information.

**4. No Rights in Confidential Information, No Warranty.** No license rights in any Confidential Information or the underlying intellectual property are granted or implied under this NDA. Confidential Information is provided “AS IS” without any representations or warranties, express or implied, including as to accuracy. Discloser will not be liable for any damages or losses resulting from the receipt or use of Confidential Information.

**5. Remedies.** Both Parties recognize and acknowledge that the Confidential Information is of a special, unique, and extraordinary character, disclosure of which cannot be wholly compensated in damages, and any disclosure of the Confidential Information in breach of this Agreement by the receiving party or its Representatives may cause irreparable injury to the other party. The receiving party, therefore, expressly agrees that in addition to any rights and remedies which the other party may have under this Agreement or at law or in equity, the other party shall be entitled to injunctive and other equitable relief to prevent the breach by any party or the terms or provisions hereof, and to otherwise secure the enforcement of any of the terms or provisions hereof.

**6. General.** This NDA is the entire agreement of the parties with respect to its subject matter and supersedes any previous or contemporaneous agreements. This NDA and any amendment hereto must be executed by both parties in writing or via a web-based tool for electronic signatures. Neither party may assign its rights or obligations without the prior written consent of the other. This NDA does not create a partnership, joint venture, or any obligation to enter into any other business relationship. Each party will comply with all applicable export control, customs, and trade regulations and Discloser will obtain



all necessary export licenses. Discloser will provide Recipient with any information required to comply with all applicable export control, customs and trade regulations.

**7. No Exclusivity.** Nothing in the Agreement shall be construed to prohibit either party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service or for any other reason.

**8. No Publicity.** Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

**9. No Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**10. Severability.** If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.

**11. No License.** Nothing herein shall be construed as a grant by Disclosing Party of any license, directly or by implication, estoppel or otherwise, in any Confidential Information.

**12. Governance and Disputes.** This NDA will be governed by the substantive laws, excluding choice of law rules, of the State of Michigan, United States. All disputes arising out of or in connection with this NDA will be (a) subject to the exclusive jurisdiction and venue of the courts of Wyoming (b) finally settled under the Rules of American Arbitration Association (AAA). In any arbitration, the arbitrators will be appointed in accordance with said Rules. The language to be used in the arbitration proceeding shall be English.

The prevailing party in any action sought to enforce or interpret this Agreement or any provision thereof shall be entitled to recover reasonable attorney’s fees and costs in conjunction with such legal proceeding.

**13. Term.** The term of this agreement shall be for a period of one (1) year beginning as of the Effective date. Upon the expiration of this Agreement, the obligations of each Party shall survive with respect to Confidential Information of the other Party disclosed hereunder until three (3) years after the date of initial disclosure of such Confidential Information to the Receiving Party hereunder, (even after the return or destruction of Confidential Information by the Receiving Party to the Disclosing Party); provided that with respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or its Representatives. For the avoidance of doubt, upon termination of this Agreement, each Party’s obligation to keep the Confidential Information of the other Party confidential for the period set forth herein shall apply even in the event where one Party is acquired or merged by or into a third party, and such third party shall have the right to enforce this obligation as a third-party beneficiary.

I have read this MNDA, understand its terms, and am authorized to approve.

PARTY 1	PARTY 2
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date