

Mutual non-disclosure agreement

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This Mutual Nondisclosure Agreement (“Agreement”) is made and entered into as of the date of the last of the two signatures below (the “Effective Date”) between Petrarch, Inc. (“Petrarch”) and the accepting party (“Provider”).

1. Purpose

The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential, which confidential information may include, without limitation, a sample or subset of data (a “Data Sample”) provided by or on behalf of Provider to Petrarch.

2. Definition

“Confidential Information” means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, plant, and equipment), which is designated as “Confidential,” “Proprietary,” or some similar designation, or which is reasonably interpreted to be “Confidential” or “Proprietary” based on the circumstances of its disclosure. Confidential Information may also include information disclosed to the disclosing party by third parties. Data Samples will be deemed the Confidential Information of Provider. Confidential Information will not, however, include any information that (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party’s files and records; (d) is obtained by the receiving party from a third party without a breach of the third party’s obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession.

3. Non-use and Nondisclosure

Each party will not use the other party’s Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party will not disclose the other party’s Confidential Information to third parties or to such party’s employees, except (a) to those employees and contractors of the receiving party who are required to have the information in order for the receiving party to evaluate or engage in discussions concerning the contemplated business relationship between the parties and (b) in the case of Petrarch as the receiving party, Petrarch may disclose the Data Samples (including any reformatted, aggregated, or de-identified versions thereof) to customers and prospective customers, and their personnel, (each, a “Customer”) for their evaluation of whether to license or purchase additional data from or through Petrarch and Provider in connection with Petrarch’s products and services (“Data Evaluation”). Petrarch may also reproduce, reformat, reorganize, combine, and otherwise process the Data Sample, and create de-identified, aggregated, or anonymized versions of it, in each case as reasonably necessary for Data Evaluation. Notwithstanding the foregoing, a party may disclose the other party’s Confidential Information if required by law so long as the receiving party gives the disclosing party prompt written notice of the requirement (to the extent legally permitted) prior to the disclosure and assistance in obtaining an order

protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the other party's Confidential Information and that are provided to the party in accordance with this Agreement; provided that, for the avoidance of doubt, this sentence does not restrict Petrarch's processing, reformatting, or de-identification of a Data Sample for Data Evaluation as permitted above.

4. Maintenance of Confidentiality

Each party will take reasonable measures to protect the secrecy of and avoid unauthorized disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and, prior to any disclosure of the other party's Confidential Information to its employees or contractors, will require such employees and contractors to be bound by non-use and nondisclosure obligations consistent with those in this Agreement. Neither party will make any copies of the other party's Confidential Information unless approved in writing by the other party; provided that Petrarch may make copies of, and create derivatives of, the Data Sample as expressly permitted for Data Evaluation. Each party will reproduce the other party's proprietary rights notices on any approved copies.

5. No Obligation

Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

6. Warranty; DISCLAIMER

Provider represents that it has all rights, authority, and consents necessary to provide the Data Sample to Petrarch and to authorize Petrarch's use and disclosure of the Data Sample for Data Evaluation, and that Petrarch's use and disclosure of the Data Sample as permitted by this Agreement will not violate any applicable law (including applicable data protection and privacy laws) or the rights of any third party. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION.

7. Return of Materials

All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of the disclosing party. Upon the disclosing party's request, the receiving party will promptly deliver to the disclosing party or, at the receiving party's option, destroy all Confidential Information in its possession or control, without retaining any copies; provided that Petrarch (a) is not required to retrieve or destroy any Data Sample already provided to a Customer in accordance with this Agreement, which will remain subject to the Customer's confidentiality obligations, (b) may retain copies contained in routine system back-ups and to the extent required by law, in each case subject to the confidentiality obligations of this Agreement, and (c) is not required to return or destroy any de-identified, aggregated, or anonymized data that does not, and cannot reasonably be used to, identify Provider or any individual.

8. No Further License

Solely to enable the Data Evaluation, during the term of this Agreement, Provider grants Petrarch a limited, non-exclusive, royalty-free, revocable (after the term of this Agreement) license, to use, copy, perform, display, modify, create derivative works of, distribute, reformat, de-identify, and disclose the Data Sample as expressly permitted by this Agreement. All right, title, and interest in and to the Data Sample remains with Provider. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property right of the other

party, nor will this Agreement grant any party any rights in or to the Confidential Information of the other party, except as expressly set forth in this Agreement.

9. Term

This Agreement will commence on the Effective Date and continue until the earlier of (x) the second anniversary of the Effective Date or (y) the date on which either party notifies the other party of its intent to terminate this Agreement. The obligations of each receiving party under this Agreement with respect to the other party's Confidential Information disclosed during the term will survive until the date that is three (3) years after the termination or expiration date.

10. Remedies

Each party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Miscellaneous

This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Neither party will have any obligation, express or implied by law, with respect to trade secrets or proprietary information of the other party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

SIGNATURES

PETRARCH, INC.

By: /s/ Ian Lee, Chief Executive Officer. Petrarch is deemed to have executed this agreement by issuing the upload link, so no counter-signature is required.

PROVIDER

Entity: _____

By: _____

Name: _____

Title: _____

Date: _____

How this is executed. Petrarch is deemed to have executed this Agreement by issuing your upload link, so your signature completes it and the Effective Date is the date you sign. Petrarch's signature block reads: By: Ian Lee, CEO.

How you sign. On the upload page, by ticking the agreement box, naming your legal entity, typing the signatory's name, and confirming authority to sign. The typed name is the electronic signature.

What is recorded. The document key and version, the signatory's name and title, the legal entity, the address that signed, the request address and the browser's user agent, and the moment it happened. The version is part of the record, so a later change to this text does not alter what was signed.