

Mutual Non-Disclosure Agreement

Agentic Employees — Confidential Preview Access

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into by and between Intelligence Technology Labs, operator of Agentic Employees (“Company”), and the individual or entity signing below (“Recipient”), each a “Party” and together the “Parties.”

1. Purpose

The Parties wish to explore a potential business relationship involving Company’s proprietary agentic AI employee platform, associated methods, and patent-pending technology (the “Purpose”). To do so, each Party may disclose confidential information to the other.

2. Confidential Information

“Confidential Information” means all non-public information disclosed by one Party (“Discloser”) to the other (“Recipient”), whether oral, written, visual, or in any other form, that is marked or reasonably understood to be confidential, including without limitation product designs, source code, prompts, model configurations, orchestration methods, agent personalities, roadmaps, pricing, customer lists, business plans, and any patent-pending inventions.

3. Obligations

Recipient shall (a) use Confidential Information solely for the Purpose; (b) protect it with at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care; (c) not disclose it to any third party without Discloser’s prior written consent; and (d) limit access to employees, contractors, or advisors who have a need to know and are bound by written confidentiality obligations at least as protective as this Agreement.

4. Exclusions

Confidential Information does not include information that Recipient can demonstrate: (a) was lawfully in its possession without confidentiality obligation before disclosure; (b) is or becomes publicly available without breach of this Agreement; (c) is lawfully received from a third party without confidentiality obligation; or (d) is independently developed without reference to Confidential Information.

5. Compelled Disclosure

If Recipient is compelled by law to disclose Confidential Information, it shall, to the extent legally permitted, provide prompt written notice to Discloser and cooperate in seeking a protective order.

6. No License; Ownership

All Confidential Information remains the sole property of Discloser. No license or other right is granted, expressly or by implication, except the limited right to use for the Purpose. Company retains all rights in its patent-pending inventions, trademarks, and works of authorship.

7. Term

This Agreement is effective on the date signed below and continues for two (2) years. Recipient's confidentiality obligations survive for five (5) years after termination, and indefinitely for trade secrets.

8. Return or Destruction

Upon Discloser's written request, Recipient shall promptly return or destroy all Confidential Information and certify the same in writing.

9. No Warranty

All Confidential Information is provided "AS IS." Discloser makes no warranties, express or implied, regarding accuracy or completeness.

10. Remedies

Recipient acknowledges that unauthorized disclosure may cause irreparable harm for which monetary damages are inadequate, and Discloser is entitled to seek injunctive relief in addition to any other remedies at law or in equity.

11. No Obligation; No Partnership

This Agreement does not obligate either Party to enter into any further agreement or business relationship, and does not create any partnership, joint venture, or agency.

12. Governing Law

This Agreement is governed by the laws of the State of Delaware, without regard to conflict of law principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions. Any modification must be in writing and signed by both Parties.

Signatures

By signing below, the Parties agree to the terms above.

Recipient

Signature: _____

Printed name: _____

Title: _____

Company: _____

Email: _____

Date: _____

Company —
Intelligence
Technology Labs

Signature: _____

Printed name: _____

Title: _____

Company: _____

Email: _____

Date: _____

Return the signed PDF by uploading at agentic-employees.com/waitlist or by emailing legal@intelligencetechnologylabs.com. Patent pending — U.S. Patent Office.