DEMAND SIGNALS · STANDARD DISCLOSURES

Mutual Confidentiality Disclosure - Q3Y26

Demand Signals LLC · Effective July 1, 2026

Published: assets.demandsignals.co/legal/disclosures/

DOCUMENT CODE

DSIG.MCD.Q3Y26.v1b

ISSUED BY

Demand Signals LLC

STATUS

Published

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This Mutual Confidentiality Disclosure (the "Disclosure") is effective as of July 1, 2026, by and between Demand Signals LLC ("DSIG"), referred to as the "Company," and the individuals/clients engaging services from DSIG, referred to as the "Client." The Company and Client may each be referred to individually as a "Party" and collectively as the "Parties." Upon execution of any referenced or prevailing documents and/or agreements, this Disclosure shall be incorporated into and be binding upon the Parties.

WHEREAS, The Company and Client each own certain proprietary and confidential information relating to their respective businesses and the businesses of their affiliated companies.

WHEREAS, Each of the Parties is prepared to furnish the other with such information for purposes of considering a possible business agreement between the Company and Client.

WHEREAS, The Company and Client wish to have access to certain proprietary and confidential information and are willing to receive this information under the strict obligation of confidentiality described herein.

NOW, THEREFORE, in consideration of the foregoing promises and the following mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. PURPOSE

The Parties wish to engage in discussions relating to a potential business relationship concerning the consulting, design, development, engineering, deployment, and/or operation of software, artificial intelligence systems, digital products, and related technical services (the "Authorized Purpose"). In contemplation of this Authorized Purpose, each Party may disclose certain of its Confidential Information to the other.

2. CONFIDENTIAL INFORMATION

"Confidential Information," as used in this Disclosure, shall mean all information disclosed to the Receiving Party by the Disclosing Party that, in the sole discretion of the Disclosing Party, to the extent the information is identified by the Disclosing Party as Confidential Information in writing and does not fall into an exception provided in Section 3(c), is determined to be of a confidential, trade secret, or proprietary character, including, without limitation, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, by the Disclosing Party to the Receiving Party. All Confidential Information disclosed by a Disclosing Party shall be identified by the Disclosing Party as such in a writing provided to the Receiving Party within forty-eight (48) hours of disclosure. Notwithstanding the foregoing, nothing in this Disclosure shall be construed as requiring the Parties to disclose any of their information.

3. RECEIVING PARTY'S OBLIGATIONS

(a) Receiving Party's Treatment of Confidential Information: The Receiving Party agrees that the Confidential Information is considered confidential and proprietary to the Disclosing Party. The Receiving Party shall not disclose any Confidential Information or the existence of this Disclosure to any third party or use the Confidential Information for anything other than the Authorized Purpose. The Receiving Party may, but only to the very limited extent necessary, disclose Confidential Information to its officers, directors, employees, and/or representatives of potential business partners and potential financing sources having a need to know of the Confidential Information to further the Authorized Purpose. As a condition precedent to any such disclosure, the Receiving Party agrees to: (i) inform such parties receiving Confidential Information of its confidential nature; (ii) take all measures necessary to cause such parties to be bound by the obligations of confidentiality and use contained in this Disclosure, and (iii) indemnify the Disclosing Party, in accordance with all provisions of this Disclosure, against any and all costs, damages, or expenses the Disclosing Party may incur as a result of the unauthorized use or disclosure of Confidential Information by any such third party. The Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from the Disclosing Party to any other party whatsoever except with the specific prior written authorization of the Disclosing Party, including disclosures contemplated by this Section 3(a).

(b) Tangible Confidential Information: Confidential Information furnished in tangible form shall not be duplicated by the Receiving Party except in furtherance of the Authorized Purpose. Upon the request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in written or tangible form, including copies, reproductions, or other media containing such Confidential Information, within ten (10) days of such request. At the Disclosing Party's option, any documents or other media developed by the Receiving Party containing Confidential Information must be destroyed by the Receiving Party and the Receiving Party shall provide a written certificate to the Disclosing Party regarding destruction within ten (10) days thereafter.

(c) Exceptions: The foregoing obligations and restrictions do not apply to that part of the Confidential Information that the Receiving Party demonstrates:

(i) was available or became generally available to the public domain other than as a result of a disclosure by the Receiving Party;

(ii) was available, or became available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party or its representative, provided that the source is not bound with respect to that information by a confidentiality agreement with the Disclosing Party or is otherwise prohibited from transmitting that information by a contractual, legal, or other obligation;

(iii) was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is otherwise required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Disclosure, provided that the Receiving Party shall: (i) provide the Disclosing Party with prompt notice of any such request(s) so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy, and (ii) provide reasonable assistance to the Disclosing Party in obtaining any such protective order. If such protective order or other remedy is not obtained or the Disclosing Party grants a waiver hereunder, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or is otherwise required to disclose; provided that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed; or

(iv) was independently developed by the Receiving Party without use of or reference to the information referred to in Section 2 of this Disclosure.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information shall be and remain the property of the Disclosing Party and the Receiving Party, on demand, will return any and all information, documents, and/or samples furnished hereunder. The Company and Client each warrant and represent that it has the right to disclose the Confidential Information that it is disclosing to the other pursuant to this Disclosure.

5. RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the termination of this Disclosure, or sooner if so requested, the Receiving Party agrees (i) to return to the Disclosing Party all Confidential Information, including all copies of the same, (ii) to cause any memorandums, summaries, reports, or documents otherwise created by it that contain or are based in any way on Confidential Information to be destroyed, and (iii) if requested, deliver a duly authorized and executed certificate to the Disclosing Party that all such Confidential Information has been returned or destroyed.

6. TERM

The term of this Disclosure is Twenty Four (24) months from the effective date or from the last day of business dealings, whichever is later, during which the Parties will engage in discussions relating to the potential business relations and exchange all Confidential Information under this Disclosure. The obligations herein relating to Confidential Information, however, shall be binding upon the Parties for Thirty Six (36) month from the effective date of this Disclosure and/or the execution of its associated PRevailing Agreement. Further, the obligation not to disclose the Confidential Information shall not be affected by bankruptcy, receivership, assignment, attachment, or seizure procedures, whether initiated by or against a party, nor by the rejection of any agreement between the parties, by a trustee of a party in bankruptcy, or by a party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

7. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed as granting or conferring any rights or license, express or implied, to the Receiving Party with respect to any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service, or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. The Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product. Nothing in this Disclosure shall be construed as creating an agency or partnership relationship between the parties. Furthermore, unless and until a definitive agreement regarding the Authorized Purpose has been executed by the parties hereto, neither party shall be under any legal obligation or have any liability to the other party of any nature whatsoever with respect to the Authorized Purpose by virtue of this Disclosure or otherwise (other than with respect to the confidentiality and other matters set forth herein).

8. NO PUBLICITY

The Parties agree not to disclose their participation in this undertaking, the existence or terms and conditions of the Disclosure, or the fact that discussions are being held with the other party without the express written permission of the other party.

9. GOVERNING LAW AND EQUITABLE RELIEF

This Disclosure shall be governed and construed in accordance with the laws of the State of Delaware. The Receiving Party agrees that should it breach or threaten to breach any provision of this Disclosure, the Disclosing Party will suffer irreparable damages and its remedy at law will be inadequate. Therefore, if the Receiving Party threatens or actually breaches this Disclosure, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law, to equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain the Receiving Party from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information.

10. ENTIRE AGREEMENT

This Disclosure terminates and supersedes all prior understandings or agreements, written or oral, between the Parties relating to the subject matter of this Disclosure. This Disclosure may not be modified unless by a further writing that is duly executed by both parties.

11. NO ASSIGNMENT

Neither party may assign this Disclosure or any interest herein without the other's express prior written consent. This Disclosure inures to the benefit of the parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

12. SEVERABILITY

It is the desire and the intent of the Parties that the terms and conditions of this Disclosure shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Disclosure is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Disclosure shall be deemed amended to delete therefrom the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of this Disclosure shall remain in full force and effect.

13. NOTICE

Any notice required by this Disclosure or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services utilizing the addresses indicated on the signature page.

14. NO IMPLIED WAIVER

No waiver of any provision of this Disclosure shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Disclosure at any time shall be deemed a waiver of any other provision of this Disclosure. No delay or omission by either party in exercising any right under this Disclosure will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

15. HEADINGS

Headings used in this Disclosure are provided for convenience only and shall not be used to construe meaning or intent.

16. NON-CIRCUMVENTION

During the term of this agreement and for a duration of eighteen (18) months following its expiration: (a) Both parties agree not to pursue or engage in any transaction involving the Authorized Purpose, provide information, or contact directly or indirectly any party-in-interest relating to both parties' business or pursue any introduction of any party of interest without the prior written consent of the other party; (b) Both Parties agree that all communications regarding the Authorized Purpose, requests for additional information, and discussions or questions regarding procedures will be submitted or directed to the Other Party and not directly with any other party; (c) Both Party covenants not to use the Confidential Information to the detriment of the Other Party and to use it only in connection with its evaluation of the Authorized Purpose.

17. NON-SOLICITATION

During the term of the agreement plus Eighteen (18) Months following the expiration and/or conclusion of business dealings, Both Parties shall not solicit, offer to hire, or hire any person who is currently, or was within eighteen (18) months of such solicitation, employed by or affiliated with the Disclosing Party and/or its affiliates. Notwithstanding the foregoing, the Receiving Party is not precluded from hiring any employee (i) who responds to any general solicitation not specifically targeting the Disclosing Party or such employee; or (ii) who contacts the Receiving Party independently without any coordination or solicitation by the Receiving Party.

18. NON-EXCLUSIONS

While the Disclosing Party's information, intellectual property, source code, trade secrets, and/or configurations shared under this Disclosure may be the exclusive property of the Disclosing Party and held in the strictest confidentiality by the Receiver, nothing in this Disclosure shall preclude the Receiving Party from producing any product class, product category, or specific product that may be substantially similar to the products or information conveyed by the Disclosure. In no instance shall the Receiving Party be excluded or prohibited from producing any product class, product category, or similar work product that may be similar or dissimilar to the Disclosing Party's property. There shall be no exclusions or prohibitions regarding tools, technologies, sources, and methods unless said tools or technologies are procured, co-located, and owned by the Disclosing Party.

19. NON-DISPARAGEMENT

The Parties shall not, at any time after the Effective Date, (orally, in writing, or otherwise) publicly disclose, issue press releases, make public statements, publish, or otherwise communicate to any person or entity (collectively, "Publish") any comments or statements that are disparaging, defamatory, libelous, false, negative, or construed as similarly detrimental to the reputation or stature of either Party and/or its related businesses, employees, directors, officers, members, managers, shareholders, existing or prospective customers, suppliers, products, investors, or business opportunities.

20. DISPUTE RESOLUTION

If any dispute, controversy, claim, or similar concern arises out of or related to this Disclosure, or a potential breach, termination, or validity thereof (collectively, the "Dispute"), the Parties agree to attempt to settle the Dispute in an amicable and good faith manner through an advanced Mediation process. If there is a failure to successfully Mediate then the parties shall proceed with Arbitration (collectively the "Proceedings") under ICC/JAMS. Arbitration shall be deemed unauthorized and non-binding if the Mediation process has not been attempted, documented, and exhausted prior to the filing of an Arbitration. Notwithstanding the foregoing, either Party may bring an individual claim in a small claims court or equivalent court of limited jurisdiction where the amount in controversy is within that court's jurisdictional limit; such small-claims matters are exempt from the mediation and arbitration requirements of this Section and may be filed either in New Castle County, Delaware, or in the state, province, or country where the services giving rise to the Dispute were provided.

(a) Advanced Mediation Process: If a dispute is of such a nature that neither party can arrive at a sensible resolution in the normal course of business, then a mediation process may be initiated. The parties specifically agree to participate in an advanced mediation process to attempt to arrive at an amicable and good faith resolution to any and all disputes ahead of arbitration. To initiate a mediation process, the aggrieved party shall submit a formal written request to mediate to the other Party. That formal request shall include all points of grievance, a timeline of all attempts to resolve amicably, and all relevant details of support to substantiate the potential concern(s), issue(s), and/or claim(s). Within thirty (30) business days of a written request to mediate by either Party to the other, the Parties shall agree to a date & time to meet in person or via teleconference, with attendance including the person(s) most knowledgeable to the issue(s) in addition to one or more officers of the Parties attending who have decision-making authority regarding the Dispute, who are fully informed about the Dispute and have the authority to enact a formal resolution to the Dispute. If the initial mediation meeting is not completely successful, an updated grievance/complaint shall be compiled and submitted to the other party within 15 days of that first mediation meeting/session. During that 15-day period, the aggrieved party shall research, select, and propose three (3) potential mediators and include them in the updated grievance/complaint for the other party's review and sole selection. The receiving party shall have 15 days to review the updated grievance and select the mediator. Once selected, the party bringing the claim shall convey a retainer in the amount of $10,000 to the mediator selected by the other party. Upon selection, retainment, and engagement of the mediator, the mediator shall coordinate, dictate, and compel the mediation process. The parties shall meet within thirty (30) days of the selection and retainment of the mediator. The Parties may agree in writing to a longer period of mediation as dictated by, supported by, and managed by the selected mediator. If successful, the Mediator shall submit the agreed upon resolution to the Parties which shall be signed and binding upon the

Parties.

(b) Arbitration: Any Dispute that cannot be resolved through advanced mediation shall be submitted to final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration process shall be administered by the ICC and/or JAMS as agreed by the parties in the Mediation proceedings. The place and seat of arbitration shall be New Castle County, Delaware, unless the Parties mutually agree in writing to an alternate seat.

(c) Number of Arbitrators: The Dispute shall be decided by a single arbitrator if the Dispute involves an amount less than two million five hundred thousand dollars ($2,500,000). If the Dispute involves an amount equal to or greater than two million five hundred thousand dollars ($2,500,000), the Dispute shall be decided by a panel of three (3) arbitrators.

(d) Arbitration Fees: For any and all Arbitration proceedings, the party bringing the claim shall place a prepaid retainer with ICC/JAMS to initiate the arbitration process, in an amount equal to five percent (5%) of the amount in controversy, subject to a minimum of five thousand dollars ($5,000) and a maximum of one hundred fifty thousand dollars ($150,000). The retainer scales with the amount in dispute so as to remain proportionate and to deter frivolous or vexatious claims while preserving a meaningful and accessible forum for legitimate disputes; it is not intended and shall not operate to bar any bona fide claim. Disputes within the jurisdictional limit of a small claims or limited-jurisdiction court are not subject to this retainer and may proceed as set forth above. Each party shall assume the expense(s) associated with their own legal representation during the proceedings.

(e) Prevailing Party Provision: Upon final ruling of the Arbitrator, it is agreed that the prevailing party shall be entitled to any and all fees associated with arbitration and representation. This shall be in addition to any amounts, specific performance, and/or damages determined by the Arbiter(s) in their final ruling and judgment.

(f) Final & Binding: The decision of the arbitrator(s) shall be final and binding on the Parties. The judgment and award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses and an equal share of the administrative and other fees of arbitration. No further protest, appeal, or claims may be filed or pursued in relation to this or parallel matters.

(g) Confidentiality: All proceedings and decisions of the mediator and/or the arbitrator(s) shall be deemed as confidential as the information protected under this Disclosure. Neither party shall disclose any details of such proceedings except as necessary to enforce any decision or award. Any and all awards shall be entered as Simple Awards with no indication of scope, fault or reasoning of award. Only financial awards, obligations, and terms shall be entered within the Jurisdiction of Record.

(h) Continuation of Obligations: Notwithstanding the existence of a Dispute, the Parties shall continue to perform their respective obligations under this Disclosure.

(i) Waiver of Jury Trial: Each Party acknowledges and agrees that any controversy that may arise under this Disclosure, including disputes relating to the interpretation, breach, termination, validity, or enforceability thereof, would be likely to involve complex issues. Therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Disclosure.

21. AUTHORITY

Each person acknowledging, accepting, and entering into a Prevailing Agreement that is bound by this Disclosure on behalf of a Party represents and expressly warrants to the other Parties that he/she/they have all the requisite power and authority to execute and deliver this Disclosure for such Party, and that this Disclosure when so executed and delivered will be a binding obligation of, and enforceable against, such Parties in accordance with its terms.

22. BINDING UPON AGREEMENTS

It is specifically acknowledged and agreed that the Client's signature and specific acknowledgment on any other agreement (the "Prevailing Agreement") on which this document is referenced and/or linked is considered a de facto signing of and agreement to all the terms and conditions included within this Disclosure. A signing of that Prevailing Agreement shall have the same effect as signing this agreement and shall be binding upon the Parties.

23. IMPLIED AGENCY

These are the Standard Demand Signals Terms of Service. No services shall be rendered, provided, or offered outside of these terms of service. By receiving services by Demand Signals, either paid or not, the Client agrees that those services are provided exclusively per the terms of this Disclosure. Beyond the initial complimentary/inaugural/introductory meeting, with the client requesting and the company providing any form of services listed herein, the Client agrees to be bound by Implied Agency, and as such, does agree that any services rendered by DSIG are provided exclusively under the terms of this Disclosure.

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