

MUTUAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the 1st day of June 2021, by and between PaneraTech, Inc., a Virginia corporation with its principal place of business located at 4125 Lafayette Center Drive, Suite 200 Chantilly VA 20151 USA (hereinafter sometimes referred to as "PT") and _____, a corporation with its principal place of business located at _____ (hereinafter sometimes referred to as the "Company"). (PT and Company are hereinafter collectively referred to as the "Parties").

WHEREAS, PT wishes to disclose certain Confidential Information (as hereinafter defined) to Company; and

WHEREAS, Company wishes to disclose certain Confidential Information to PT; and

WHEREAS, Company requires said Confidential Information or will be exposed to said Confidential Information in the course and scope of providing services for PT and/or in doing business with PT; and

WHEREAS, PT requires said Confidential Information or will be exposed to said Confidential Information in the course and scope of providing services for Company and/or in doing business with Company.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

1. **Definitions.** For the purposes of this Agreement the following definitions shall apply:

(a) **"Confidential Information"** shall mean (1) information or material proprietary to one party of which the other party may obtain knowledge or access; and/or (2) any information or data relating to the subject matter of the parties' dealings or to one party's business or affairs which is communicated as confidential and which is disclosed by one party to the other party. For purposes of clarification, and not by way of limitation, "Confidential Information" includes, but is not limited to, the following types of information and other information of a similar nature, whether or not set forth in a writing: discoveries, ideas, concepts, papers, software, various stages of development, designs, drawings, specifications, techniques, models, prototypes, equipment, manufacturing processes or techniques, formulas, chemistry, compositions, data, source code, object code, documentation, manuals, diagrams, flowcharts, schematics, research, processes, procedures, functions, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customer price lists, pricing policies, sales information, marketing information, or customer lists or data, and any and all financial information or reports, whether or not patented or copyrighted. "Confidential Information" shall also include any information described as proprietary or designated as Confidential Information, whether or not owned, licensed by, or developed by PT or Company, and whether or not copyrighted or patented, or information disclosed to PT or Company by any third party which information PT or Company is obligated to treat as confidential or proprietary information. Information or data disclosed to PT or Company, whether said disclosure is oral, visual or written, shall be deemed "Confidential Information" unless the confidentiality of same is expressly waived in writing by PT or Company.

(b) **"Purpose"** shall mean any discussions and negotiations in connection with the establishment of a business relationship between the parties pertaining to the subject matter of the parties' dealings or as otherwise agreed upon in writing between PT and Company.

(c) **"Confidential Information"** shall not include:

- (1) Information that is now or subsequently becomes generally publicly known or available by publication, commercial use, or otherwise, through no act or fault on the part of PT or Company;
- (2) Information that is known by PT or Company at the time of receiving such information as verified by documents in PT's or Company's possession;
or
- (3) Information that is hereafter rightfully furnished to PT or Company by a third party without breach of any separate nondisclosure obligation.

2. **Disclosure of Confidential Information**

(a) PT and Company shall maintain in strict confidence the Confidential Information and shall exercise equivalent security measures and degree of care as those which PT and Company apply or would apply to each party's own Confidential Information.

(b) The Confidential Information may be disclosed only to the employees, directors, or consultants of PT and Company having the need to know the same for the Purpose and where such employees, directors, or consultants are bound by similar restrictions of confidentiality not to disclose the same.

(c) PT and Company agree not to copy, reproduce, or reduce to writing any part of the Confidential Information without the other party's prior written consent, except as is necessary for the Purpose and all such copies, reproductions, or reductions to writing shall be the property of the disclosing party, nor shall PT or Company disclose any Confidential Information to any third parties without the disclosing party's prior written consent.

(d) PT and Company agree not to analyze or have analyzed, nor to carry out reverse engineering of the composition, structure and design of any Confidential Information of PT or Company.

(e) Nothing in this Agreement shall be construed as requiring PT or Company to disclose Confidential Information to the other party, to grant rights under licenses, or to render any technical assistance.

(f) In the event PT or Company is ordered by any court of law or administrative tribunal to disclose any Confidential Information, PT or Company shall provide written notice of the forced disclosure as soon as practicable to the other party, but in any event, at least fifteen (15) days prior to the actual disclosure or court filing. PT and Company agree to use best efforts to protect the confidentiality of Confidential Information and additionally agree to allow the disclosing party to participate in the drafting and wording of any protective order or other document related to the disclosure.

3. **Ownership.** All Confidential Information disclosed by PT or Company shall, between PT and Company, remain the property of the disclosing party. Neither PT nor Company grants or extends to the other any rights of any kind under any patent, copyright, trademark, or other intellectual property right that PT or Company may now have or may hereafter obtain with respect to Confidential Information. Neither party shall make any commercial use of the other party's Confidential Information. Nothing in this Agreement shall preclude, impair, or restrict either party from continuing to engage in its business except and to the extent of breach of the terms of this Agreement. Neither PT nor Company make any representations or warranties in respect of any Confidential Information provided to the other but shall provide such Confidential Information in good faith.

4. **Use.** PT and Company shall use the Confidential Information only for the above stated Purpose, unless otherwise agreed to by further written agreement of the parties, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation.

5. **Termination**

(a) The obligations of PT and Company hereunder shall commence upon execution of this Agreement and shall continue until PT and Company no longer consider the Confidential Information disclosed hereunder to the other to be confidential.

(b) Upon request by PT or Company, the other party shall destroy all copies of any Confidential Information in its possession or control or furnish the other with written certification of destruction. Alternatively, at the request of PT or Company, the receiving party shall return all such Confidential Information and any copies thereof to PT or Company.

6. **Remedies for Breach**

(a) PT and Company agree that each of them will suffer irreparable harm if the other fails to comply with the obligations herein, and further agree that monetary damages will be inadequate to compensate the disclosing party for any such breach. Accordingly, PT and Company agree that each of them will, in addition to any other remedies available to it at law or in equity, be entitled to immediate injunctive relief to enforce the provisions hereof.

(b) In addition to the remedies provided in Section 6(a) above, PT and Company agree that if either of them fails to comply with its obligations herein, PT and Company shall each be entitled to an accounting and payment or repayment of all profits, compensation, commissions, remunerations, or benefits which the other party directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with any breach of PT or Company's obligations hereunder.

7. **Assignment.** Neither PT nor Company shall assign this Agreement (or any portion hereof) without the prior written consent of the other party. Any assignment without such consent shall be void and a material breach of this Agreement. Subject to the foregoing, this Agreement shall be binding upon the successors and authorized assigns of PT and Company and shall inure to the benefit of the successors, affiliates, subsidiaries, parent companies and related entities of PT and Company.

8. **Employees.** PT and Company undertake to engage their respective employees having knowledge of Confidential Information to commit to the same obligations as PT and Company set out in this Agreement both during and after their period of employment by Recipient.

9. **Applicable Law and Dispute Resolution.** ALL DISPUTES, CONTROVERSIES AND CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BREACH OR TERMINATION OF THIS AGREEMENT SHALL BE EXCLUSIVELY RESOLVED IN AN ARBITRATION PROCEEDING CONDUCTED UNDER THE RULES OF COMMERCIAL ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE ("ICC"), SUPPLEMENTED AS NECESSARY BY THE PROCEDURAL RULES OF LAW OF THE US DISTRICT COURT OF DELAWARE, USA. THE ARBITRATION PROCEEDING SHALL TAKE PLACE IN WILMINGTON, DELAWARE, USA, AND SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE.

THE ARBITRATION SHALL BE CONDUCTED BEFORE AN ARBITRATOR CHOSEN BY MUTUAL AGREEMENT OF THE PARTIES OR, IF AGREEMENT CANNOT BE REACHED WITHIN 30 DAYS, BEFORE AN ARBITRATOR APPOINTED BY THE ICC. THE PARTIES SHALL BE ENTITLED TO REASONABLE DISCOVERY PRIOR TO THE ARBITRATION HEARING; ANY DISPUTES CONCERNING THE SCOPE OF DISCOVERY SHALL BE DECIDED BY THE ARBITRATOR. EXCEPT IN CONNECTION WITH ANY ENFORCEMENT OF THE ARBITRATION DECISION OR AWARD, THE ARBITRAL PROCEEDINGS, THE AWARD OR ANY DOCUMENTS EXCHANGED IN, OR CREATED FOR, THE ARBITRATION PROCEEDING SHALL BE KEPT CONFIDENTIAL BY THE PARTIES. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES AND NOT SUBJECT TO APPEAL. THE AWARD OF THE ARBITRATOR SHALL BE ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

THE PARTIES EXPRESSLY AGREE THAT THEY HAVE READ AND UNDERSTAND THIS MANDATORY ARBITRATION PROVISION AND WAIVER OF JURY TRIAL, AND THAT THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AND AGREE TO BINDING ARBITRATION.

10. **Non-Waiver.** No failure by PT or Company at any time to give notice of any breach by the other party, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

11. **Attorney's Fees.** If PT or Company is forced to file any action, in arbitration, at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

12. **Acknowledgment.** Parties acknowledges their obligations under this Agreement shall include corresponding obligations to any and all of their affiliates, subsidiaries, parent companies and related entities for any information Parties may become privy to in the course of this Agreement and/or in fulfilling the Purpose.

13. **No Foreign Disclosure.** Notwithstanding any other provision in this Agreement, the parties agree not to export, directly or indirectly, any US source technical data acquired from the other party or any products utilizing such data to any countries outside the United States which export may be in violation of the United States Export Laws or Regulations. Nothing in this section releases either party receiving Confidential Information from any obligation stated elsewhere in this Agreement not to disclose such Confidential Information.

PaneraTech, Inc.

Recipient / Company



By: _____

By: _____

Name: Yakup Bayram

Name: _____

Title: CEO

Title: _____

Date: 12/4/2023

Date: _____