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INVICTI MUTUAL CONFIDENTIALITY AGREEMENT

This agreement is between Invicti (as defined below) and the other party agreeing to these terms and is entered into as of the date of last signature below (the "**Effective Date"**). The purpose of the agreement is to provide protection for Confidential Information while discussing a specific business transaction. This agreement applies when one party discloses (the "**Discloser"**) Confidential Information to the other party (the "**Recipient"**).

1. DEFINITION.

Confidential Information *means* all non-public information, whether oral, visual, or written, relating to the business or technology of the Discloser disclosed to Recipient (which includes, without limitation, all software/technology information, network and systems information, employee and customer data, sales and marketing strategies, technical information, trade secret information, and technology roadmaps).

Invicti *means* (i) if the other party's primary billing address is located in the United States, Latin America, or Canada (the "Americas"), Invicti Security Corp., a Florida corporation with principal place of business at 1000 N. Lamar Blvd., Suite 300, Austin, TX 78703; or (ii) if Customer's primary billing address is located outside of the Americas, Invicti Security Ltd., a limited liability company registered in Malta with principal place of business at Mirabilis Building, Triq L – Intornjatur, Mriehel, CBD 3050, Malta.

2. EXCLUSIONS.

Confidential Information *excludes* information that is: (i) known to Recipient other than from Discloser; (ii) independently developed without use or access to the Confidential Information; (iii) publicly available without breach of the Recipient's obligations under this agreement; or (iv) disclosed to the Recipient by a third party, not in violation of an obligation of confidence owed to the Discloser. A party may disclose Confidential Information if required by law. Recipient must attempt to promptly notify the Discloser to allow the Discloser the opportunity to seek judicial protection against such disclosure.

3. PROTECTION OF INFORMATION (CARE, USE, AND NON-DISCLOSURE).

The Recipient:

(i) must take reasonable steps to protect the Confidential Information of the Discloser, including, without limitation, the same protection that the Recipient uses with its own information;

(ii) may not use the Discloser's Confidential Information, except for purposes for which it was disclosed or otherwise for benefit of the Discloser;

(iii) may not disclose such Confidential Information, except to the Recipient's employees and consultants who have a need to know the Confidential Information and have written confidentiality agreements with Recipient that treat the Confidential Information consistent with this agreement, and Recipient is responsible for its employees' and consultants' compliance with the terms of this agreement; and

(iv) may not, directly or indirectly, reverse engineer or aid or assist in the reverse engineering of all or any part of Confidential Information, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4. RETURN OF CONFIDENTIAL INFORMATION.

Upon request by the Discloser, the Recipient:

(i) must return the Confidential Information;

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(ii) must destroy all copies containing such Confidential Information, and certify such destruction in writing to the Discloser; and

(iii) may no longer use the Confidential Information.

5. TERM.

This Agreement shall expire one (1) year from the Effective Date of this Agreement, provided that any Confidential Information exchanged between the parties shall be kept confidential by Recipient for a period of three (3) years following the exchange. This Agreement may be terminated earlier with respect to either party upon such party giving thirty (30) calendar days' written notice to the other party. However, expiration or termination shall not affect the rights and obligations of the parties with respect to Confidential Information disclosed during the term of this Agreement.

6. GOVERNING LAW AND FORUM.

This Agreement will be deemed to have been made in, and will be construed pursuant to: (i) if Customer is located in the Americas, the laws of the state of Texas without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act; (ii) if Customer is located outside of the Americas, the laws of Malta without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Customers located in the Americas hereby consent to the jurisdiction of the courts of both the state and/or federal courts of Texas, and Customers located outside of the Americas hereby consent to the jurisdiction of the courts of Malta. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

7. OTHER TERMS.

7.1 Disclaimers. Disclosure is made AS IS, without any warranty. Recipient receives no ownership right or license under any intellectual property right of Discloser. The receipt of Confidential Information under this agreement will not limit the Recipient from providing competitive products or services to others, or from assigning its employees in any way.

7.2 Entire Agreement and Changes. This agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Neither party is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it.

7.3 No Assignment. Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that this agreement may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the businesses or assets of a party.

7.4 Independent Contractors. The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party or the other party's affiliates.

7.5 Money Damages Insufficient. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.

7.6 Survival of Terms. The non-use, non-disclosure, and other terms of this agreement that naturally survive termination of this agreement, survive termination.

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Representation of Signatories. Each of the undersigned expressly represents and warrants that they have full power and authority to sign this agreement on behalf of the party indicated and that their signature will bind the party indicated to the terms hereof.

Invicti	_____
Signature: DocuSigned by: Michael George A4C184C8DAA74E1...	Signature:
Printed Name: Michael George	Printed Name:
Title: Chief Executive Officer	Title:
Date: 4/26/2023	Date:
Address: 1000 N. Lamar Blvd., Suite 300 Austin, TX 78703	Address:

Once signed by Customer, send the fully executed copy to legal@invicti.com.