



MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

COOL TV AI LABS, INC. | SENTIENT AI

1. Parties and Effective Date

This Mutual Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) by and between COOL TV AI LABS, INC., a Florida corporation (“Company”), and the person or entity identified as Participant in the signature block below (“Participant”). Each may be a “Party” and together the “Parties.” Each Party may act as a “Disclosing Party” or “Receiving Party” depending on the circumstances.

2. Permitted Purpose

The Parties may exchange information solely to evaluate, discuss, negotiate, and, only to the extent separately authorized in writing, pursue potential business, investment, technology, research, engineering, manufacturing, licensing, or other commercial relationships between them (the “Purpose”). This Agreement does not itself authorize performance of development services, commercialization, manufacture, access to production systems, or any transfer of intellectual property rights.

3. Confidential Information

“Confidential Information” means all nonpublic information disclosed or made accessible by or on behalf of a Disclosing Party, before or after the Effective Date in connection with the Purpose, in any form or medium, that is marked confidential, identified as confidential, or reasonably should be understood as confidential given its nature or circumstances of disclosure. It includes business plans, financial and investor information, customers, suppliers, pricing, negotiations, source and object code, algorithms, machine-learning models, training and inference methods, model parameters, prompts, datasets, architectures, designs, drawings, schematics, prototypes, inventions, patent applications, unpublished patent-related material, trade secrets, research, test results, security information, product roadmaps, hardware, sensor arrangements, software interfaces, and combinations or analyses of such information. For Company, examples may include Sentient AI™, Predictive Adaptation System (PAS™), CascadeOS™, SmartSelfie™, the Physiological Interface Bridge, predictive orchestration, behavioral intelligence, and related systems. Confidential Information also includes the existence and substance of confidential discussions and any notes, extracts, copies, summaries, or derivatives containing or revealing such information. No marking or written follow-up is required where confidentiality is otherwise reasonably apparent.

4. Exclusions and Burden of Proof

Confidential Information does not include information that Receiving Party can establish by contemporaneous written records: (a) was lawfully public without breach when received; (b) later becomes lawfully public without fault of Receiving Party or its Representatives; (c) was lawfully known to Receiving Party without confidentiality restriction before disclosure; (d) is lawfully received from a third party without duty of confidentiality; or (e) is independently developed without use of or reference to Confidential Information. A combination is not excluded merely because individual elements are public unless the combination itself meets an exclusion. Compelled disclosures are governed by Section 9, not treated as a general exclusion.

5. Limited Use; Non-Disclosure

Receiving Party shall (a) use Confidential Information solely for the Purpose; (b) not disclose it except as expressly permitted by this Agreement; (c) protect it with at least reasonable care and no less than the care it uses for its own similarly sensitive information; and (d) restrict access to its employees, officers, directors, attorneys, accountants, professional advisers, and approved contractors (collectively, “Representatives”) who have a demonstrable need to know for the Purpose and are bound by enforceable confidentiality and limited-use duties no less protective in substance than this Agreement or applicable professional obligations. Receiving Party is responsible for its Representatives’ acts and omissions as if its own. Disclosure to an unaffiliated subcontractor or external technical service provider requires Disclosing Party’s prior written approval, except professional advisers subject to confidentiality duties. Receiving Party shall not make unnecessary copies and shall preserve confidentiality notices.

6. Prohibited Exploitation and AI Use

Except with Disclosing Party’s prior express written consent, Receiving Party shall not: (a) reverse engineer, decompile, disassemble, test to extract underlying design or source code from, or circumvent technical protections on any disclosed prototype, software, model, hardware, or sample, except to the extent a prohibition is not permitted by applicable law; (b) use Confidential Information to develop, train, fine-tune, evaluate, benchmark, or improve any artificial-intelligence or machine-learning model or service; (c) submit Confidential Information to public, consumer, or third-party AI tools, repositories, or cloud services that may retain, reuse, or train on it; (d) use Confidential Information to compete with, circumvent, or commercially exploit the Disclosing Party’s technology outside the Purpose; or (e) file or assist in filing any patent or other intellectual property application that claims or discloses the Disclosing Party’s Confidential Information. Nothing in this Section prohibits independently developed technology satisfying Section 4.

7. Ownership; No License; Project Developments

All Confidential Information and associated intellectual property remain the property of the Disclosing Party or its licensors. No license, assignment, ownership interest, or other right is granted by implication, estoppel, or otherwise, except a limited, revocable right to review Confidential Information for the Purpose. Neither Party may use the other’s names, marks, or logos publicly without prior written consent. This Agreement does not allocate ownership of jointly created inventions, improvements, work product, deliverables, feedback, or derivative technology developed under a future project. Before beginning development, testing, integration, or manufacturing work, the Parties shall execute a separate written agreement defining scope, background IP, foreground IP, assignments, licenses, security, and deliverables. No Party is obligated to disclose any particular information.

8. Security; Incident Notice

Receiving Party shall employ reasonable administrative, physical, and technical safeguards appropriate to the sensitivity of the Confidential Information, including access controls and secure storage and transmission. Receiving Party shall notify Disclosing Party promptly, and in any event without undue delay after discovery, of any actual or reasonably suspected unauthorized access, use, or disclosure, provide reasonably available details, take appropriate steps to contain and remediate the incident, and cooperate reasonably in investigation and mitigation. No notice under this Section admits liability.

9. Required Legal Disclosure

If legally compelled to disclose Confidential Information, Receiving Party may disclose only the portion legally required, provided that, to the extent legally permitted, it gives Disclosing Party prompt advance written notice, reasonably cooperates at Disclosing Party’s expense in seeking a protective order or other remedy, and seeks confidential treatment where reasonably available.

10. Return or Destruction

Upon written request or termination of discussions, Receiving Party shall promptly cease use and, within thirty (30) days, return or securely destroy Confidential Information and copies, and upon request certify compliance in writing by an authorized representative. One archival copy may be retained solely where required by law, bona fide record-retention policy, or regulatory obligation, and routine inaccessible backup copies need not be immediately purged if securely retained and not restored for use; all retained information remains subject to this Agreement and shall be deleted in the ordinary course when permissible.

11. Term; Survival; Trade Secrets

This Agreement begins on the Effective Date and governs disclosures made during the following five (5) years unless either Party ends future disclosures earlier by thirty (30) days' written notice. Termination does not permit use or disclosure of previously received Confidential Information. For ordinary Confidential Information, the duties of confidentiality and restricted use continue for five (5) years after each disclosure. For information qualifying as a trade secret under applicable law, those duties continue for so long as the information remains a trade secret under applicable law. Sections concerning ownership, prohibited misuse, remedies, dispute resolution, and accrued obligations survive to the extent necessary to give them effect.

12. Equitable Relief; Liability

Each Party acknowledges that unauthorized disclosure or use may cause harm not readily measurable in money. Subject to applicable law and judicial discretion, the injured Party may seek temporary, preliminary, or permanent injunctive or other equitable relief, in addition to other available remedies, without any contractual cap on damages. Nothing herein guarantees relief or waives a bond where required by law. Neither Party limits its liability under this Agreement by reference to the asserted value of disclosed intellectual property. The prevailing Party may recover reasonable attorneys' fees and costs only if awarded under applicable law or by the court pursuant to an otherwise applicable basis; this Agreement does not create an independent fee-shifting entitlement.

13. No Warranty; No Commitment

All Confidential Information is provided "AS IS," without representation or warranty as to accuracy, completeness, fitness, noninfringement, or commercial value, except as expressly agreed in a separate signed writing. Neither Party is obligated to proceed with any transaction, place an order, make an investment, or enter any further agreement. No partnership, joint venture, employment, fiduciary, or agency relationship is created.

14. Governing Law; Venue

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-laws rules. Subject to any mandatory applicable jurisdictional requirements, the state courts located in Broward County, Florida, and the United States District Court for the Southern District of Florida shall have exclusive jurisdiction over disputes arising from this Agreement, and each Party consents to personal jurisdiction and venue there. Either Party may seek temporary protective relief in another court of competent jurisdiction when necessary to prevent imminent misuse or disclosure.

15. Notices

Notices under this Agreement must be in writing and delivered by personal delivery, recognized overnight courier, or email to the addresses specified in the signature block (or an updated address notified in writing). Email notice is effective upon acknowledgment of receipt, excluding automated delivery confirmations; other notices are effective upon documented delivery. A Party shall promptly notify the other of changes in notice details.

16. General Provisions

This Agreement is the entire agreement concerning confidentiality for the Purpose and supersedes prior discussions on that subject, but does not replace any separately signed agreement expressly governing specific information or projects. Any amendment or waiver must be in writing and signed by both Parties. A failure to enforce a provision is not a waiver. If a provision is unenforceable, it shall be enforced to the maximum lawful extent and the remainder shall remain effective. Neither Party may assign this Agreement without the other's written consent, except to a successor in connection with a merger, reorganization, or sale of substantially all related assets that assumes the obligations in writing. This Agreement may be executed in counterparts and by electronic signatures, each deemed an original. Each signatory represents that they are authorized to bind the relevant Party.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

COMPANY: COOL TV AI LABS, INC.

By / Signature: _____

Printed name: _____

Title: _____

Date: _____

Address: _____

Email for notices: _____

PARTICIPANT: _____

By / Signature: _____

Printed name: _____

Title: _____

Date: _____

Address: _____

Email for notices: _____