exact.works Standard Mutual Non-Disclosure Agreement

exact.works, Inc. | Version 1.0 | March 2026

This Standard Mutual Non-Disclosure Agreement ("NDA") is entered into by and between exact.works, Inc., a Delaware corporation ("Disclosing Party" or "Receiving Party," as applicable), and the counterparty identified on the signature page ("Counterparty").

1. Definition of Confidential Information. "Confidential Information" means all non-public information disclosed by either Party to the other, whether orally, in writing, or by inspection, including but not limited to: business plans, financial data, technical specifications, customer lists, pricing information, product roadmaps, source code, algorithms, trade secrets, and any information designated as confidential at the time of disclosure.

2. Obligations. The Receiving Party shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without prior written consent; (c) use Confidential Information solely for the purpose of evaluating a potential business relationship; and (d) protect Confidential Information using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

3. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed without use of Confidential Information; or (d) is rightfully received from a third party without restriction.

4. Term. This NDA shall remain in effect for three (3) years from the date of execution. Obligations of confidentiality shall survive termination for a period of two (2) additional years.

5. Return of Materials. Upon termination or request, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction in writing.

6. Governing Law. This NDA shall be governed by the laws of the State of Delaware, without regard to conflict of laws provisions.

7. Remedies. The Parties acknowledge that breach of this NDA may cause irreparable harm for which monetary damages are inadequate. The Disclosing Party shall be entitled to seek

injunctive relief in addition to any other available remedies.

For the full Standard AI Service Agreement (SAISA) governing agent transactions, visit: https://exact.works/trust/agreement

exact.works, Inc. | Delaware | legal@exact.works | https://exact.works/trust