

CONFIDENTIALITY AGREEMENT (UNILATERAL – PRO-DISCLOSER; MULTIPLE RECEIVING PARTIES)

This Confidentiality Agreement (this "Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between BART Technologies Inc, a Corporation ("Disclosing Party"), on the one hand, and each of (i) [RECEIVING PARTY 1 LEGAL NAME – TO BE COMPLETED BY SIGNING PARTY], a [RECEIVING PARTY 1 STATE/COUNTRY – TO BE COMPLETED BY SIGNING PARTY] [RECEIVING PARTY 1 ENTITY TYPE – TO BE COMPLETED BY SIGNING PARTY] with a principal place of business at [RECEIVING PARTY 1 ADDRESS – TO BE COMPLETED BY SIGNING PARTY] and (ii) [RECEIVING PARTY 2 LEGAL NAME – TO BE COMPLETED BY SIGNING PARTY], a [RECEIVING PARTY 2 STATE/COUNTRY – TO BE COMPLETED BY SIGNING PARTY] [RECEIVING PARTY 2 ENTITY TYPE – TO BE COMPLETED BY SIGNING PARTY] with a principal place of business at [RECEIVING PARTY 2 ADDRESS – TO BE COMPLETED BY SIGNING PARTY]. Each is a "Receiving Party," and together, the "Receiving Parties." Disclosing Party and each Receiving Party are each a "Party" and together the "Parties."

1. Purpose; Scope.

1.1 Purpose. The Parties may discuss and evaluate a potential business relationship or transaction (the "Relationship") in connection with which Disclosing Party has disclosed or may disclose Confidential Information (defined below) to one or more Receiving Parties. This Agreement governs all Confidential Information disclosed before or after the Effective Date.

1.2 Multiple Receiving Parties; joint and several liability. References to "Receiving Party" mean each of the undersigned receiving parties, individually and collectively, and each Receiving Party is jointly and severally responsible and liable for full compliance with this Agreement.

1.3 Representatives; portfolio/competitor restrictions. A Receiving Party may disclose Confidential Information only to its directors, officers, employees, contract personnel, and professional advisors (including attorneys and accountants) (collectively, "Representatives") who (i) have a strict need to know for the Purpose and (ii) are bound by written confidentiality obligations at least as protective as this Agreement. Disclosure to any portfolio company or any entity that competes with Disclosing Party is prohibited without Disclosing Party's prior written consent. Each Receiving Party is responsible for any breach of this Agreement by its Representatives and any other recipient to whom it discloses Confidential Information.

1.4 No residuals. No Receiving Party will assert any right to use "residuals" (unaided memory) of Confidential Information and will not rely on any residuals concept to use any Confidential Information.

1.5 Consultants engaged by Disclosing Party; separate obligations. If any consultant is engaged by Disclosing Party under a separate agreement, that agreement's confidentiality, non-use, non-reverse-engineering, and IP assignment terms continue to apply. In the event of a conflict, the more protective obligation in favor of Disclosing Party controls.

2. Confidential Information; Exclusions.

2.1 Definition. "Confidential Information" means any nonpublic information disclosed by or on behalf of Disclosing Party to a Receiving Party, in any form, that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information includes, without limitation: product roadmaps; source code, object code, algorithms, architectures, data models, datasets, prompts, outputs, annotations, SDKs and APIs; cloud/infrastructure diagrams and security designs; credentials, secrets, and keys; technical documentation; UI/UX designs; research, ideas, inventions, methods, processes, and know-how (patentable or not); business plans, strategies, forecasts, pricing, and financials;

customer, prospect, user, and vendor information; marketing plans; analytics and usage data; personnel information; the existence, status, and terms of discussions; and any notes, models, analyses, compilations, or other materials prepared by or for a Receiving Party that contain, reflect, use, or are derived from Confidential Information ("Derivatives"). Marking is not required for protection.

2.2 Exclusions. Confidential Information does not include information a Receiving Party can demonstrate by competent written evidence: (a) is or becomes public through no breach of this Agreement; (b) was lawfully known to the Receiving Party, without restriction, before disclosure by Disclosing Party; (c) is lawfully provided to the Receiving Party by a third party without a duty of confidentiality and without breach of any obligation to Disclosing Party; or (d) is independently developed by the Receiving Party without use of or reference to Confidential Information.

3. Use and Non-Disclosure; Compelled Disclosure.

3.1 Permitted use; standard of care. Each Receiving Party will use Confidential Information solely to evaluate or pursue the Relationship and for no other purpose; and will protect it with at least the same degree of care it uses for its own confidential information of similar sensitivity, but no less than reasonable care.

3.2 Non-disclosure; no publicity. Except as expressly permitted in Section 1.3, no Receiving Party will disclose Confidential Information to any third party. No Receiving Party will disclose that Confidential Information has been provided, that discussions or negotiations are occurring, or any terms or status thereof, without Disclosing Party's prior written consent.

3.3 Compelled disclosure. If a Receiving Party or its Representatives are required by law, regulation, or court/governmental order to disclose Confidential Information, the Receiving Party may do so provided it gives Disclosing Party prompt written notice (to the extent legally permitted) and reasonably cooperates (at Disclosing Party's expense) with efforts to seek a protective order or other remedy. The Receiving Party will disclose only the portion legally required to be disclosed.

3.4 No reverse engineering; no competitive use; no model training; limited copies. Without Disclosing Party's prior written consent, no Receiving Party will (a) modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source, structure, or underlying ideas of software, models, datasets, or other technology disclosed as Confidential Information; (b) use Confidential Information to create, train, improve, benchmark, or operate any product, service, dataset, or model that competes with or substitutes for Disclosing Party's offerings; (c) use Confidential Information for data mining, analytics productization, or machine learning training; or (d) reproduce Confidential Information except as reasonably necessary for the Purpose, and then only with all proprietary notices preserved.

4. Return and Deletion.

4.1 Return or destroy; certification. Upon the earlier of (a) Disclosing Party's written request or (b) termination or expiration of this Agreement, each Receiving Party will promptly (and in any case within five (5) business days) cease all use of Confidential Information and, at Disclosing Party's option, return to Disclosing Party or securely destroy all Confidential Information and all Derivatives in its and its Representatives' possession or control, and will certify in writing its compliance with this Section.

4.2 Deletion; purge of systems and services. Destruction includes secure deletion from devices, systems, collaboration tools, VDRs, drives, and cloud services used by the Receiving Party or its Representatives, and the purge of temporary files, caches, and indexes to the extent reasonably practicable. The Receiving Party will instruct and ensure its Representatives do the same.

4.3 Backup safe harbor. Notwithstanding the foregoing, a Receiving Party may retain copies of Confidential Information to the limited extent stored on routine, automated IT backup or disaster recovery systems and information retained pursuant to bona fide legal holds or regulatory recordkeeping, provided such copies remain subject to this Agreement, are not accessed except for IT restoration or compliance, and are automatically deleted in the ordinary course.

5. Data Protection; Breach Cooperation.

5.1 Compliance. Each Receiving Party and its Representatives will comply with all applicable laws, including data protection and privacy laws, in handling Confidential Information.

5.2 Incident notice and mitigation. Each Receiving Party will promptly notify Disclosing Party in writing of any actual or suspected unauthorized access, use, or disclosure of Confidential Information and will reasonably cooperate to investigate, mitigate, and remediate. Each Receiving Party is responsible for breaches by its Representatives and other recipients to whom it disclosed Confidential Information.

6. Term; Survival.

6.1 Term. This Agreement commences on the Effective Date and continues until the earlier of: (a) five (5) years after the Effective Date; or (b) termination by any Party upon thirty (30) days' written notice (provided that termination by one Receiving Party does not release any other Receiving Party).

6.2 Survival and trade secrets. Obligations under Sections 2–5 and 7–10 survive for five (5) years from each disclosure for Confidential Information that is not a trade secret. For Confidential Information that constitutes a trade secret under applicable law, obligations survive for so long as such information remains a trade secret.

7. Ownership; Derivatives; No License; "As Is."

7.1 Ownership. As between the Parties, Disclosing Party retains all right, title, and interest in and to the Confidential Information.

7.2 Derivatives owned by Disclosing Party; background materials. All Derivatives are deemed Confidential Information and, as between the Parties, are the sole property of Disclosing Party. Each Receiving Party hereby assigns to Disclosing Party all right, title, and interest it may have in Derivatives (to the extent they contain, reflect, are derived from, or are based upon Confidential Information). For clarity, a Receiving Party retains ownership of its pre-existing or independently developed generic templates, tools, and analytical frameworks that do not themselves contain or reflect Disclosing Party's Confidential Information ("Background Materials"), but no rights are granted to use any Confidential Information embedded in any Background Materials.

7.3 No license. No license or other rights are granted by implication, estoppel, or otherwise, and no intellectual property rights are assigned or licensed to any Receiving Party, except the limited right to use Confidential Information as expressly set forth herein.

7.4 "As Is." CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND "AS AVAILABLE." DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

8. Equitable Relief; Fees.

Unauthorized use or disclosure of Confidential Information may cause irreparable harm to Disclosing Party for which monetary damages may be inadequate. Disclosing Party is entitled to seek injunctive relief, specific performance, or other equitable remedies (without posting bond) in addition to any other remedies. The prevailing Party in any action arising out of or relating to this Agreement is entitled to recover reasonable attorneys' fees and costs.

9. Miscellaneous.

9.1 No obligation to proceed; no relationship created. Nothing in this Agreement obligates any Party to proceed with the Relationship or any transaction, or to make any disclosure. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 Entire agreement; amendments; waiver. This Agreement is the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous understandings. Any amendment or waiver must be in a writing signed by Disclosing Party and the affected Receiving Party/Parties. No failure or delay in exercising any right operates as a waiver.

9.3 Assignment. No Receiving Party may assign or transfer this Agreement, by operation of law or otherwise, without Disclosing Party's prior written consent. Successor assignment (pre-incorporation): Notwithstanding the foregoing, Disclosing Party may assign this Agreement, without consent, to (i) any entity formed by or under common control with Disclosing Party to carry on the business or hold the intellectual property described herein (including a to-be-formed corporation or LLC), or (ii) any successor to all or substantially all of such business or assets, whether by formation, merger, reorganization, equity or asset sale, or similar transaction. Upon such assignment, the assignee is deemed the "Disclosing Party" for all purposes.

9.4 Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to be valid and enforceable, and the remaining provisions will remain in full force and effect.

9.5 Export; compliance. No Receiving Party will export or re-export any U.S. technical data or products received from Disclosing Party, or any direct product thereof, in violation of U.S. export control laws or regulations.

9.6 Notices. Notices must be in writing and delivered by personal delivery, recognized overnight courier, or email (with confirmation of transmission) to the addresses below (or as otherwise designated by notice). Email for notices (in addition to the below addresses):

RECEIVING PARTY EMAIL – TO BE COMPLETED BY SIGNING PARTY

Consultant: EMAIL – TO BE COMPLETED BY SIGNING PARTY

Disclosing Party: [DISCLOSING PARTY EMAIL – OPTIONAL]

9.7 Counterparts; e-signatures. This Agreement may be executed in counterparts (including via electronic signatures and PDF exchange), each deemed an original and together one instrument.

9.8 Governing law. This Agreement and all matters arising out of or relating to it are governed by the laws of the State of Georgia, without regard to conflicts-of-law principles that would apply another jurisdiction's laws.

9.9 Non-Solicitation (employees). During the term of this Agreement and for twelve (12) months thereafter, no Receiving Party will, directly or indirectly, solicit for employment any employee of Disclosing Party with whom the Receiving Party had material contact in connection with the Relationship; general, non-targeted solicitations are not prohibited.

9.10 Non-Circumvention (narrow). During the term of this Agreement and for twelve (12) months thereafter, no Receiving Party will use Confidential Information to (a) bypass or attempt to bypass Disclosing Party to initiate or consummate a transaction materially similar to the Relationship with a customer, prospect, vendor, or strategic partner of Disclosing Party that the Receiving Party first learns of through the Confidential Information or Disclosing Party's introductions in connection with the Relationship ("Introduced Contacts"), or (b) interfere with Disclosing Party's then-active negotiations with any Introduced Contact. This Section does not restrict a Receiving Party from engaging with a counterparty with whom it had a demonstrably pre-existing, active relationship, provided no Confidential Information is used and no other provision of this Agreement is breached.

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

DISCLOSING PARTY

BART Technologies Inc, a Corporation

Title: _CEO_____

Address: 262 CHAPMAN RD STE 208 #25174

NEWARK, DE 19702

Email: justin@trybart.com





RECEIVING PARTY 1

[RECEIVING PARTY 1 LEGAL NAME –

[RECEIVING PARTY 1 STATE/COUNTRY –

1 ENTITY TYPE –

By: _____

Name: _____

Title: _____

Email: _____

RECEIVING PARTY 2

[RECEIVING PARTY 2 LEGAL NAME –

[RECEIVING PARTY 2 STATE/COUNTRY – T

ENTITY TYPE – TO BE COMPLETED BY SIGNING PARTY]

By: _____

Name: _____

Title: _____

Address: _____

Email: []