STANDARD BILATERAL INSTRUMENT · MANYMOATS FLEET

MUTUAL NON-DISCLOSURE AGREEMENT

BILATERAL PROPRIETARY INFORMATION & INVENTION PROTECTION AGREEMENT

DISCLOSER & PARTY A
ManyMoats, Inc. / Brennan William DeCrow

GOVERNING JURISDICTION
State of California (Los Angeles County)

PATENT PROTECTION ANCHORS
USPTO Apps 64/159,586 through 64/162,043

STANDARD OF CARE
Highest Commercial Diligence

This Mutual Non-Disclosure Agreement (the **"Agreement"**) is entered into and made effective as of the date of last signature below (the **"Effective Date"**), by and between **MANYMOATS, INC.** (together with its founder, sole inventor, and lawful affiliates, **"ManyMoats"**), having its principal executive offices in Los Angeles County, California, and **THE COUNTERPARTY** identified on the signature page hereto (**"Counterparty"**).

WHEREAS, ManyMoats is the creator, owner, and developer of a autonomous high-performance computing, generative user interface, and autonomous multi-agent software substrate, including twenty (20) interconnected software properties, ten (10) specialized computational engines, and twelve (12) proprietary technological inventions;

WHEREAS, the proprietary technologies and computational architectures of ManyMoats are the subject of active patent applications filed with the United States Patent and Trademark Office (USPTO), including but not limited to U.S. Provisional Patent Applications Serial Nos. **64/159,586**; **64/161,921**; **64/161,944**; **64/161,949**; and **64/162,043**; and

WHEREAS, the Parties wish to explore, evaluate, and discuss potential business, technical, licensing, commercial, or strategic relationships (the **"Purpose"**), during which either Party may disclose to the other certain valuable proprietary, non-public, and confidential information.

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 Scope. "Confidential Information" means all non-public, proprietary, confidential, or trade secret information disclosed by or on behalf of Discloser to Recipient, whether orally, in writing, electronically, by visual inspection, or by delivery of code, samples, hardware, or documentation, that is either designated as confidential or proprietary, or that by its nature or the circumstances of its disclosure should reasonably be understood to be confidential.

1.2 Specific ManyMoats Inventions and Subsystems. Without limiting the generality of Section 1.1, Confidential Information of ManyMoats expressly includes, whether in prototype, source, binary, specification, or conceptual form:

- **Tangible™ Physics Engine:** The deterministic WebGPU XPBD (Extended Position-Based Dynamics) Neo-Hookean tetrahedral elastic continuum solver, strain-energy formulations, and constraint projection shaders;
- **Visual Cadence™ Engine:** The Kuramoto coupled non-linear oscillator network, phase-locked audio transient synchronization algorithms, sub-frame cut boundary predictors, and audio-visual harmonic timeline synthesis;
- **LeashLaw™ Gatekeeper:** The mathematical capability envelopes, mutation bounding operators, invariant verification state machines, and real-time autonomous agent constraint lattices;
- **Evoke™ Projection Pipeline:** The zero-deserialization UI projection engine streaming layout-free graphical elements from SharedArrayBuffer memory slabs directly into GPU canvas memory;
- **SansSlop™ Aesthetics Engine:** The multi-modal thermodynamic free-energy aesthetic filtration system, spectral decay detectors, chromatic entropy classifiers, and heuristic visual evaluation pipelines;
- **Limitless™ Memory Fabric:** The cross-silicon unified physical memory architecture, virtual NUMA pooling controllers, and 4.14× memory compaction algorithms;
- **Hyphae™ Cluster Mesh:** The content-addressed cryptographic mesh protocol, peer-to-peer work-stealing compute grid, and decentralized task distribution network;
- **KineticTouch™ Dynamic Cursor:** The viscoelastic spatial field dynamics coupling input pointer kinematics to physical constraint equations;
- **LivingLogo™ Procedural Glyphs:** The cryptographically-seeded vector glyph synthesis engines, parametric spline deformers, and temporal event authenticity stamp generators;
- **MoatID™ Biometric Layer:** The ambient-exhaustion biometric authentication protocol combining micro-gestural kinematics and cryptographic hardware enclave verification;
- **ATESO Substrate Architectures:** The Atomic Execution Substrate Orchestrations (ATESO-1 and ATESO-2), runtime hypervisors, and inter-room cross-spine communication buses (`spine-bus.mjs`); and
- **USPTO Patent Pending Disclosures:** All unreleased patent draft specifications, provisional patent claims, priority filings, experimental test benches, and benchmark metrics associated with U.S. Patent Application Nos. 64/159,586; 64/161,921; 64/161,944; 64/161,949; and 64/162,043.

2. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Information does not include any information that Recipient can prove by competent written documentation: (a) is or becomes generally available to the public other than through a breach of this Agreement; (b) was already lawfully in Recipient's possession prior to disclosure without an obligation of confidentiality; (c) is independently developed by Recipient without access to, reference to, or reliance upon Discloser's Confidential Information; or (d) is lawfully received from an independent third party having the legal right to make such disclosure without restriction.

3. OBLIGATIONS OF RECIPIENT & STANDARD OF CARE

3.1 Standard of Care. Recipient agrees to hold Discloser's Confidential Information in strict confidence and to exercise the same degree of care to prevent unauthorized disclosure, publication, or dissemination as Recipient uses for its own confidential information of like nature, but in no event less than a reasonable degree of care, and highest commercial diligence with respect to proprietary source code, model weights, and patent specifications.

3.2 Permitted Purpose & Access. Recipient shall use Discloser's Confidential Information solely and exclusively for the Purpose set forth herein. Recipient shall limit disclosure strictly to its directors, officers, employees, legal counsel, and financial advisors (**"Representatives"**) who have a bona fide need to know, have been informed of the confidential nature, and are bound by confidentiality obligations at least as protective as this Agreement.

4. PROHIBITION ON REVERSE ENGINEERING & CIRCUMVENTION

4.1 Decompilation and Extraction Prohibited. Recipient expressly covenants and agrees that it shall not, directly or indirectly: (a) decompile, disassemble, reverse engineer, decrypt, or attempt to derive the source code, underlying algorithms, or shader pipelines of Discloser's software; (b) harvest, probe, extract, or distill model weights, prompt chains, or embeddings to train, fine-tune, or benchmark any competing artificial intelligence model or software library; or (c) remove, alter, or obscure any copyright, trademark, or patent pending markings.

4.2 Non-Circumvention of Patent Claims. Recipient shall not use Discloser's Confidential Information to file, prosecute, assist in the filing of, or claim priority to any patent, utility model, or design right anywhere in the world that reads upon, incorporates, or derives from Discloser's technical architecture, algorithms, or pending patent filings.

5. TERM AND EXTENDED SURVIVAL

This Agreement shall remain in effect for three (3) years from the Effective Date. Confidentiality obligations shall survive for five (5) years following disclosure; provided, however, that **Trade Secrets** of Discloser shall remain protected for as long as such information constitutes a trade secret under applicable law, and **Patent Pending Inventions** and technical architectures of ManyMoats shall remain protected perpetually or until published by the USPTO or Discloser without breach of this Agreement.

6. EQUITABLE REMEDIES & INJUNCTIVE RELIEF

Recipient acknowledges and agrees that any unauthorized disclosure or use of Discloser's Confidential Information, particularly source code, shader engines, or patent-pending architectures, will cause immediate, irreparable, and incalculable harm to Discloser for which monetary damages alone would be inadequate. Discloser shall be entitled to seek immediate injunctive relief, specific performance, and other equitable remedies in any court of competent jurisdiction without the necessity of proving actual damages or posting any bond.

7. DEFEND TRADE SECRETS ACT NOTICE

Pursuant to 18 U.S.C. § 1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or that is made in a complaint filed under seal in a lawsuit.

8. GOVERNING LAW, JURISDICTION & ELECTRONIC EXECUTION

This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts in Los Angeles County, California. The Parties expressly agree that execution via electronic stylus capture through FileFriend (`deploy/filefriend/sign.html`) and cryptographic handoff envelopes constitutes a valid, legally binding signature under the E-SIGN Act (15 U.S.C. § 7001 et seq.) and California UETA (Cal. Civ. Code § 1633.1 et seq.).

PARTY A: MANYMOATS, INC.

Brennan William DeCrow

FOUNDER, CHIEF EXECUTIVE OFFICER & SOLE INVENTOR

ManyMoats, Inc. (Los Angeles County, CA)

COMPANY & JURISDICTION

sha256:manymoats-mutual-nda-2026

FILEFRIEND ENVELOPE REFERENCE HASH

PARTY B: COUNTERPARTY

AUTHORIZED SIGNATURE

PRINTED NAME & TITLE

COMPANY / ORGANIZATION & DATE