

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is entered into as of the latest date written on the signature page (the "**Effective Date**") between:

- **Ardent Compute LLC**, a Wyoming limited liability company, with its registered office and mailing address at 30 N Gould St #69619, Sheridan, WY 82801 ("**Party A**"); and
- **[PARTY B LEGAL NAME]**, a [STATE/COUNTRY] [ENTITY TYPE], with its principal place of business at [ADDRESS] ("**Party B**"),

each on behalf of itself and its employees, officers, owners, managers, agents and permitted assigns. Party A and Party B are each a "**Party**" and together the "**Parties**."

WHEREAS, the Parties wish to discuss and evaluate a potential business relationship relating to GPU compute, cloud, data center colocation, power capacity and related digital infrastructure services (the "**Permitted Use**");

WHEREAS, in connection with the Permitted Use, each Party may disclose to the other proprietary, commercially sensitive or trade secret information; and

WHEREAS, the Parties wish to protect that information on the terms set out below.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. DEFINITIONS

1.1 Confidential Information. "Confidential Information" means all non-public technical and commercial information a Party (the "**Disclosing Party**") provides to the other (the "**Recipient**"), in any form, including: business plans and financial information; pricing, costs, margins, discounts and fee structures; customer, supplier, provider, partner and pipeline lists and their requirements; capacity, power, site and hardware data; deal terms and structures; know-how and trade secrets; and any information the Recipient knows or reasonably should know is confidential.

1.2 Affiliates. "Disclosing Party" and "Recipient" include each Party's affiliates. A Party that shares Confidential Information with an affiliate remains liable for that affiliate's compliance.

2. TREATMENT OF CONFIDENTIAL INFORMATION

2.1 Obligations. The Recipient shall (a) hold Confidential Information in strict confidence, (b) use it only for the Permitted Use, and (c) protect it with at least the care it uses for its own confidential information, and never less than reasonable care.

2.2 Authorized Persons. The Recipient may share Confidential Information only with its employees, contractors and professional advisors who need to know it for the Permitted Use and are bound by confidentiality duties at least as protective as this Agreement. The Recipient is liable for their compliance.

2.3 Exclusions. This Agreement does not apply to information the Recipient can show by written evidence (a) was public when disclosed, (b) became public without the Recipient's fault, (c) was already lawfully in its possession without a duty of confidence, (d) was independently developed without use of the Confidential Information, or (e) was lawfully received from a third party without restriction.

2.4 Compelled Disclosure. If law or a court or governmental order requires disclosure, the Recipient shall give prompt prior written notice where legally permitted, cooperate with any effort to obtain a protective order, and disclose only what is legally required.

2.5 Notice of Breach. The Recipient shall promptly notify the Disclosing Party of any loss or unauthorized use or disclosure of Confidential Information.

2.6 No License or Obligation. Confidential Information remains the Disclosing Party's property. Nothing in this Agreement grants any license or intellectual property right, obliges either Party to disclose any information, or obliges either Party to enter into any transaction.

2.7 No Publicity. Neither Party shall use the other's name, logo or marks in any public material without prior written consent.

2.8 As Is. Confidential Information is provided "as is," without any warranty of accuracy, completeness, title, non-infringement or fitness for a particular purpose.

3. TERM AND RETURN OF MATERIALS

3.1 Term. Either Party may terminate this Agreement on thirty (30) days' written notice, or immediately on written notice if the other Party materially breaches it and fails to cure within ten (10) days of notice. The Recipient's obligations survive for five (5) years after termination, and for trade secrets for as long as they remain trade secrets.

3.2 Return or Destruction. On termination or written request, the Recipient shall promptly return or destroy all Confidential Information. Its counsel may keep one archival copy, and copies in routine electronic backups need not be purged, provided both remain subject to this Agreement.

4. NON-SOLICITATION, NON-CIRCUMVENTION AND NON-DISPARAGEMENT

4.1 Non-Solicitation. During the term and for one (1) year after it, neither Party shall solicit a Contact of the other for any transaction or opportunity materially connected to the introduction of that Contact. A "**Contact**" is any person or entity that the Disclosing Party introduced to the Recipient, in writing or in a documented meeting, for a potential transaction, together with any affiliate identified at the time of the introduction. Contacts exclude anyone the Recipient can show by written records it dealt with before, or independently of, that introduction. This Section does not restrict general advertising or other solicitation not directed at a Contact.

4.2 Non-Circumvention. During the term and for one (1) year after it, neither Party shall, directly or indirectly, bypass the other Party in order to enter into a transaction or opportunity with a Contact, or one that uses provider, customer, site or pricing information disclosed by the other Party, where that transaction or opportunity is materially connected to the introduction or disclosure and the purpose or effect is to avoid compensating or involving the introducing Party. The pre-existing-relationship exclusion in Section 4.1 applies. Any longer protection for a specific registered opportunity, and any compensation for it, must be set out in a separate written referral or fee agreement between the Parties.

4.3 Confidentiality of the Relationship. Without the other Party's written consent, neither Party shall disclose that the Parties are discussing or doing business together, or the terms of this Agreement, except to professional advisors under a duty of confidence, as required by law, or to bona fide prospective investors or acquirers bound by confidentiality obligations at least as protective as this Agreement.

4.4 No False Statements. Neither Party shall make, in any medium, a statement of fact about the other Party, its personnel, products, services or business opportunities that it knows to be false.

5. GENERAL PROVISIONS

5.1 Remedies. A breach of this Agreement may cause irreparable harm for which damages are inadequate. The non-breaching Party may seek injunctive relief in any competent court without posting a bond, in addition to any other remedy.

5.2 Governing Law; Disputes. This Agreement is governed by the laws of the State of Wyoming, without regard to its conflict-of-laws rules. Any dispute arising out of or relating to this Agreement shall be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or, if either Party is organized outside the United States, by the International Centre for Dispute Resolution under its International Arbitration Rules. The arbitration shall be conducted before one (1) arbitrator, in English, with its seat in Cheyenne, Wyoming, and hearings may be held by



videoconference. Notices and filings in the arbitration may be served by email to the Parties' notice addresses. Either Party may seek interim or injunctive relief from any competent court, and judgment on the award may be entered in any court having jurisdiction. The prevailing Party may recover reasonable attorneys' fees and costs. Each Party waives trial by jury.

5.3 Attorneys' Fees. The prevailing Party in any proceeding to enforce this Agreement may recover its reasonable attorneys' fees and costs.

5.4 Notices. Notices shall be in writing and delivered by hand, nationally recognized overnight courier, or email to the notice addresses on the signature page, or to any other address a Party designates by notice. A notice sent by email is effective when sent, unless the sender receives an automated message that it was not delivered. An email sent after 5:00 p.m. in the recipient's local time, or on a day that is not a business day in the recipient's location, is effective on the next business day in the recipient's location. A notice by hand or courier is effective on delivery, as shown by the delivery records. No reply or confirmation of receipt is required.

5.5 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to an affiliate (the assignor remaining jointly liable) or to a successor in a merger, acquisition or sale of substantially all of its assets or equity that assumes this Agreement in writing.

5.6 Entire Agreement; Amendment; Waiver. This Agreement is the entire agreement on its subject and supersedes all prior understandings. Amendments and waivers must be in writing and signed by both Parties. A failure or delay in enforcing a right is not a waiver.

5.7 Severability; Construction. An unenforceable provision shall be enforced to the maximum extent permitted and the rest remains in force. This Agreement shall not be construed against its drafter. There are no third-party beneficiaries.

5.8 Counterparts. This Agreement may be signed in counterparts and electronically. Each counterpart is an original and all together are one instrument.

5.9 Authority. Each Party represents that the person signing this Agreement on its behalf is authorized to do so. Ardent Compute LLC represents that Fernando Grijalba Pérez, its Managing Member, is authorized under its operating agreement to sign this Agreement and to bind Ardent Compute LLC to it.

SIGNATURES

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the latest date below.

	Ardent Compute LLC	[PARTY B LEGAL NAME]
Signature		
Name	Fernando Grijalba Pérez	
Title	Managing Member (authorized signatory)	
Date		
Address	30 N Gould St #69619, Sheridan, WY 82801	
Notice email	info@ardentcompute.com	