

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is effective as of February 13, 2026 (the “Effective Date”), between Force 5, Inc. (“Force 5”), a Florida corporation with its principal place of business at 4950 SW 72rd Avenue, Suite 119, Miami, FL 33157 (“Force 5”), and COUNTERPART COMPANY NAME (“Company”) with its principal place of business at [COUNTERPARTY OFFICE LOCATION] (each a “Party” and together, the “Parties”).

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The “Purpose” of this Agreement is to govern the disclosure of Confidential Information (defined below) in connection with a possible business transaction between the Parties, and if applicable, any resulting business relationship. In the event of a conflict between the terms of this Agreement and the terms of a later agreement between the Parties governing any resulting business relationship, the terms of the later agreement will prevail regarding its subject. Discussions with Force 5 may involve other members within its group of companies. Accordingly, references to Force 5 herein will include, where relevant or appropriate in connection with the Purpose, other members of the Force 5 group, being Force 5, Inc. together with its subsidiaries. Nothing herein creates legal rights for, or enforceable by, any party other than the Parties, subject to the exception that each member of the Force 5 group will be entitled to rely on, benefit from and enforce the terms of this Agreement in its own right.

2. **Definition.** “Confidential Information” means all non-public information provided by one Party (the “Disclosing Party”) to the other party (the “Recipient”) before, on or after the Effective Date in any form or medium (including oral, written, graphical or electronic), whether or not patentable or copyrightable, that is either designated confidential or proprietary or reasonably should be considered Confidential Information given the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Confidential Information, includes, without limitation: all information concerning the past, present and future business affairs of the Disclosing Party and its Affiliates, financial performance data, plans or strategies, pricing, promotional or marketing activities, business processes, operational data, security reports, employee, customer or supplier information, technology, products, services, know-how, trade secrets, inventions, data, computer programs in source/object code, software, contractual agreements, third-party confidential information included with, or incorporated in the foregoing, as well as all notes, memoranda, analyses, compilations, programs, reports, proposals, quotes, studies and other documentation, whether prepared by or for the Disclosing Party, the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing. “Affiliate” means with respect to any Party, a person or entity that is directly or indirectly Controlling, Controlled by or under common Control with such Party, where “Control” refers to ownership or the right to direct more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

3. **Exceptions.** “Confidential Information” does not include information which the Recipient can demonstrate by contemporaneous documentation: (i) is known by the Recipient prior to receipt from the Disclosing Party, without any obligation of confidentiality; (ii) becomes known to the Recipient directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the Recipient without use of or access to the Disclosing Party’s Confidential Information.

4. **Non-Use; Non-Disclosure.** The Recipient agrees to use the Confidential Information solely for the Purpose, except as otherwise agreed by the Parties in writing. In addition, the Recipient agrees not to disclose any Confidential Information to any third party, without the Disclosing Party’s prior written consent, and to protect and safeguard the Confidential Information of the Disclosing Party with at least the same degree of care that it would use to protect and safeguard its own information of similar importance, but in no event less than a reasonable degree of care. Without limiting the foregoing, the Recipient may disclose Confidential Information to its or, as applicable, its Affiliate’s employees, officers, directors, agents, or advisors (collectively, “Representatives”) who (i) need to know the Confidential Information to assist the Recipient or act on its behalf in relation to the Purpose or to exercise its rights under this Agreement, (ii) are informed by the Recipient of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than those

contained in this Agreement. Each Party agrees to be responsible for any breach of this Agreement by its Representatives.

5. **Property Rights; Return of Confidential Information.** The Recipient agrees that it does not acquire any rights of ownership or title in the Disclosing Party's Confidential Information by virtue of this Agreement and that no license or other rights under, or to any U.S. or foreign patent, copyright, trade secret, or other right is granted to the Recipient under this Agreement. The Recipient agrees not to copy, reverse engineer, decompile, disassemble or design around the Disclosing Party's products, services and/or intellectual property embodied in the Confidential Information provided under this Agreement. The Recipient agrees, upon the request of the Disclosing Party, to promptly deliver to the Disclosing Party (or, with the Disclosing Party's consent, destroy) all Confidential Information of the Disclosing Party then in the Recipient's or its Representatives' possession or control.

6. **Disclosure Required by Law.** If Recipient or any of its Representatives is required by applicable law or regulation, or a valid legal order issued by a court or governmental agency of competent jurisdiction, to disclose any Confidential Information, Recipient shall promptly notify Disclosing Party of such requirements so that Disclosing Party may seek at its expense, a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

7. **Remedies.** The Parties each acknowledge that money damages would be an inadequate remedy for a breach of this Agreement and that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek immediate injunctive relief and any other rights or remedies to which it may be entitled.

8. **Right to Disclose; No Warranties.** Each Party represents and warrants that it has the right to disclose any information provided to the other Party in furtherance of the Purpose, without violating any agreement with or right of any third party. THE CONFIDENTIAL INFORMATION IS FURNISHED BY EACH PARTY "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED OTHER THAN AS PROVIDED IN THIS SECTION 8, AND THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE AND TITLE.

9. **Export.** Certain Confidential Information may be subject to U.S. and other countries' laws and regulations concerning the export or re-export of information and technology. Force 5's software is subject to U.S. Government export and reexport control laws, regulations and requirements, and the Parties agree to comply with all applicable export and reexport laws, regulations and requirements in the receipt, export, and re-export of the software. Force 5 shall make applicable product export classification information available to Company upon request.

10. **Future Development.** The Disclosing Party acknowledges that the Recipient may currently be developing, or in the future may develop, information internally, or may receive information from other parties, that is similar to the Confidential Information. Nothing in this Agreement shall be construed as a representation or agreement that the Recipient will not develop, or have developed for it, products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information, provided the Recipient does not violate any of its obligations under this Agreement in connection with such development.

11. **Term.** The rights and obligations of the Parties under this Agreement expire three (3) years after the Effective Date; provided, that the restrictions contained herein against non-use and non-disclosure shall survive termination or expiration of this Agreement until such information no longer meets the definition of "Confidential Information".

12. **Notices.** All notices required or permitted to be given under this Agreement will be in writing to the address set forth in this Agreement, and if to Force 5 with a copy to info@force5solutions.com, or to such other address as a Party may identify from time to time upon notice to the other Party in compliance with this provision. Notice will be

deemed to have been properly given on the date of actual receipt or documented refusal by the addressee if sent by first class postage prepaid mail or a nationally recognized overnight delivery service with signature required, or on the date sent by email (with oral or written confirmation of receipt) if sent during normal business hours of the Recipient or on the next business day if sent after Recipient's normal business hours.

13. **Complete Agreement; General Provisions.** This Agreement: (a) contains the entire agreement of the Parties, and supersedes any and all prior understandings, oral or written, with respect to the subject matter hereof; (b) shall not be construed to create any obligation on the part of any Party to retain the services of or to compensate each other in any manner, except as may be set forth by a separate written agreement duly executed by the relevant parties; (c) may only be amended, modified, waived or supplemented by an agreement in writing signed by both Parties; (d) is binding upon and for the benefit of the Parties, their successors and assigns, provided that neither Party shall assign this Agreement or any of its rights and obligations hereunder to any third party without the prior written consent of the other Party; and (e) shall be governed by, and construed in accordance with, the laws of the state of Florida, without regard to its conflict of laws provisions. In the event that any provision of this Agreement will be declared invalid, the entire Agreement will not fail on its account, and that provision will be severed, with the balance of this Agreement continuing in full force and effect. If this Agreement is translated into any language other than English, the English language version will prevail. The Parties agree that any electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together will constitute one single Agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representative.

FORCE 5

By its authorized agent:

(Signature)

Name:

Title:

Date:

COMPANY

By its authorized agent:

(Signature)

Name:

Title:

Date: