SPECTOSOFT

MUTUAL NON-DISCLOSURE AGREEMENT

Channel Partner Evaluation and Protected Client Discussions

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of **[EFFECTIVE DATE]** (the "Effective Date") by and between Klizos Ventures Inc., a Delaware corporation that operates the SpectoSoft platform and brand, with a principal business address at 540 Northwest University Boulevard, Port St. Lucie, Florida 34986, United States ("Company"), and **[PARTNER LEGAL NAME]**, a [ENTITY TYPE AND JURISDICTION], with an address at [PARTNER ADDRESS] ("Partner"). Company and Partner are each a "Party" and together the "Parties."

1. Purpose. The Parties wish to evaluate and discuss a potential SpectoSoft channel partner, referral, reseller, co-selling, implementation, managed services, or related commercial relationship (the "Purpose"). The Purpose may include product demonstrations, security and technical reviews, commercial discussions, partner enablement, proposed client opportunities, pilots, onboarding plans, and evaluation of client needs. This Agreement does not itself appoint Partner as a channel partner, authorize Partner to sell SpectoSoft, create exclusivity, establish commission rights, or obligate either Party to proceed with any transaction.

2. Confidential Information. "Confidential Information" means non-public information disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the Effective Date and whether disclosed orally, visually, electronically, in writing, through a demonstration, through access to systems, or in any other form, that is identified as confidential or that reasonably should be understood to be confidential considering the nature of the information and the circumstances of disclosure.

(a) Company Confidential Information includes, without limitation: SpectoSoft software, source code, object code, agents, installers, models, algorithms, prompts, methods, architecture, APIs, documentation, security controls, data-loss prevention capabilities, product roadmaps, unreleased features, technical limitations, credentials, test environments, pricing, discounts, margins, commissions, minimums, forecasts, customer information, partner program materials, sales methods, training content, business plans, financial information, vendors, personnel, and the existence and substance of negotiations.

(b) Partner Confidential Information includes, without limitation: Partner's client and prospective client names, contacts, registered opportunities, client requirements, seat estimates, pricing strategy, proposals, delivery methods, internal operations, personnel, financial information, business plans, and other non-public information relating to Partner's clients or market relationships.

(c) Confidential Information also includes information belonging to a client, prospect, affiliate, contractor, or other third party that the Disclosing Party is obligated to protect, as well as notes, analyses, extracts, summaries, and materials derived from Confidential Information.

3. Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate through contemporaneous written records: (i) was lawfully known to the Receiving Party without restriction before disclosure; (ii) becomes publicly available through no breach of this Agreement; (iii) is received lawfully from a third party without a duty of confidentiality; or (iv) is independently developed without use of or reference to the Disclosing Party's Confidential Information. A combination of information is not excluded merely because individual elements are publicly available unless the combination itself is publicly available.

4. Use and Protection Obligations. The Receiving Party shall: (i) use Confidential Information solely for the Purpose; (ii) protect it using at least reasonable care and no less than the care used to protect its own information of similar sensitivity; (iii) disclose it only to employees, officers, directors, professional advisers, contractors, and controlled affiliates who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement (collectively, "Representatives"); and (iv) remain responsible for any breach by its Representatives.

(a) The Receiving Party shall not copy, download, export, scrape, record, photograph, publish, distribute, sell, license, or otherwise exploit Confidential Information except as reasonably necessary for the Purpose.

(b) Partner shall not reverse engineer, decompile, disassemble, probe, scan, benchmark for publication, bypass technical restrictions, attempt to derive source code, model weights, prompts, algorithms, or underlying methods, or use Company Confidential Information to build, train, improve, validate, or assist a competing product or service.

(c) Neither Party may disclose the existence or status of discussions, use the other Party's name, trademarks, logos, client names, or personnel in publicity, or make public statements regarding the contemplated relationship without prior written consent.

5. Client and Opportunity Protection. The Parties acknowledge that Partner may disclose confidential information concerning clients and prospective clients that Partner introduces or identifies for the Purpose. Company will not knowingly use Partner Confidential Information solely to bypass Partner and directly solicit a specifically identified prospective client first introduced to Company in writing by Partner during the evaluation period. This limited protection applies for twelve (12) months after the written introduction, unless replaced by a later written channel partner agreement.

(a) This Section does not restrict Company from communicating with or doing business with any person or organization that: (i) was already known to, in discussion with, or a customer or prospect of Company or its affiliates; (ii) independently contacts Company without targeted use of Partner Confidential Information; (iii) is identified through an independent source; (iv) is part of a public or competitive procurement; or (v) is not documented by Partner with sufficient identifying information and a bona fide opportunity.

(b) Nothing in this Agreement grants Partner ownership of a client, territory, account, or opportunity, and no fees, commissions, exclusivity, account protection, renewal rights, or post-termination payments arise except under a separate written agreement signed by Company.

6. Personal Data and Security. Each Party shall disclose only the personal data reasonably necessary for the Purpose and shall comply with applicable data-protection and privacy laws with respect to personal data it controls. The Receiving Party shall implement reasonable administrative, technical, and physical safeguards and shall notify the Disclosing Party without undue delay, and where practicable within forty-eight (48) hours, after becoming aware of unauthorized access to or disclosure of the Disclosing Party's Confidential Information. The Parties will enter into any separate data processing agreement required before production processing of client or employee personal data.

7. Required Disclosure. If the Receiving Party or any Representative is legally compelled to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted, provide prompt written notice to the Disclosing Party and reasonable cooperation, at the Disclosing Party's expense, in seeking protective treatment. The Receiving Party shall disclose only the portion legally required and shall use reasonable efforts to obtain confidential treatment.

8. Return or Destruction. Upon written request or termination of discussions, the Receiving Party shall promptly stop using and, at the Disclosing Party's option, return or destroy Confidential Information, including copies and derived materials, and certify destruction if requested. The Receiving Party may retain one archival copy solely for legal compliance and routine backup copies that cannot reasonably be isolated, provided retained information remains protected and is not used for any other purpose.

9. Ownership; No License. All Confidential Information remains the property of the Disclosing Party or its licensors. No intellectual property right, license, ownership interest, distribution right, reseller right, or other authorization is granted by disclosure or by this Agreement except the limited right to evaluate the information for the Purpose.

10. Feedback. Partner may provide suggestions, comments, ideas, or feedback regarding SpectoSoft ("Feedback"). To the extent Partner voluntarily provides Feedback that does not include Partner Confidential Information, Partner grants Company a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right to use, modify, commercialize, and incorporate the Feedback without restriction or payment. Company has no obligation to use Feedback.

11. No Warranty; No Reliance. Confidential Information is provided "as is." Neither Party makes any representation or warranty as to accuracy, completeness, merchantability, fitness for a particular purpose, non-infringement, regulatory compliance, or future availability. Each Party is responsible for its own evaluation and decisions. Only a later definitive written agreement, if signed, will create commercial obligations.

12. Term and Survival. This Agreement begins on the Effective Date and remains in effect for three (3) years unless earlier terminated by either Party upon written notice. The obligations of confidentiality and restricted use continue for five (5) years after each disclosure. Trade secrets shall be protected for so long as they remain trade secrets under applicable law. Sections that by their nature should survive shall survive, including Sections 5, 8 through 16.

13. Remedies. The Parties agree that unauthorized use or disclosure may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party may seek temporary, preliminary, and permanent injunctive or equitable relief without limiting other remedies and, to the fullest extent permitted by law, without proving actual damages. The prevailing Party in an action to enforce this Agreement may recover reasonable attorneys' fees and costs.

14. Governing Law and Venue. This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. The state and federal courts located in New Castle County, Delaware shall have exclusive jurisdiction over disputes arising from or relating to this Agreement, and each Party irrevocably consents to personal jurisdiction and venue there. Either Party may seek urgent injunctive relief in any court of competent jurisdiction to prevent actual or threatened misuse or disclosure of Confidential Information.

15. Notices. Notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized courier, or email with confirmation of transmission to the addresses below or to any updated address given in writing. Operational communications do not constitute formal notice unless they expressly state that they are notice under this Agreement.

If to Company:	If to Partner:
Klizos Ventures Inc. Attn: Joseph Ricard 540 Northwest University Boulevard Port St. Lucie, FL 34986 USA	[PARTNER LEGAL NAME] Attn: [NAME / TITLE] [ADDRESS]
Email: [LEGAL NOTICE EMAIL]	Email: [PARTNER NOTICE EMAIL]

16. General. This Agreement constitutes the entire agreement regarding confidentiality for the Purpose and supersedes prior oral or written understandings on that subject. Any amendment or waiver must be in writing and signed by authorized representatives of both Parties. A waiver on one occasion is not a continuing waiver. If any provision is held unenforceable, it shall be modified to the minimum extent necessary and the remaining provisions remain effective. Neither Party may assign this Agreement without the other Party's written consent, except Company may assign it without consent to an affiliate or in connection with a merger, reorganization, financing, sale of substantially all assets, or transfer of the SpectoSoft business. The Parties are independent contractors. No partnership, joint venture, fiduciary relationship, agency, franchise, employment, or authority to bind the other Party is created. Headings are for convenience only. "Including" means "including without limitation."

17. Electronic Signatures; Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together form one instrument. Signatures delivered electronically, through an electronic signature platform, or in PDF format are intended to authenticate this Agreement and shall have the same effect as original signatures to the fullest extent permitted by applicable law.

SIGNATURES

The Parties have executed this Agreement through their authorized representatives as of the Effective Date.

KLIZOS VENTURES INC.	**[PARTNER LEGAL NAME]**
Operator of the SpectoSoft platform and brand	[ENTITY TYPE / JURISDICTION]
By: _______________________________	By: _______________________________
Name: Joseph Ricard	Name: _____________________________
Title: Founder / Authorized Representative	Title: ______________________________
Date: ______________________________	Date: ______________________________
Email: _____________________________	Email: _____________________________

Online Signing Configuration

- Required Company fields: authorized signer name, title, email, signature, and date.
- Required Partner fields: legal entity name, entity type and jurisdiction, registered or principal address, authorized signer name, title, email, signature, and date.
- The signer should check a box confirming: "I represent that I am authorized to sign this Agreement for the organization identified above."
- Store the final signed PDF, audit trail, timestamp, signer email, and IP or platform authentication record with the partner application.

DRAFT FOR LEGAL REVIEW - This template is intended for business planning and should be reviewed by qualified counsel before production use.