ARVICA CLOUD

MUTUAL NON-DISCLOSURE AGREEMENT

Standard terms · Version 1.0 · October 2026

This Mutual Non-Disclosure Agreement (**Agreement**) is made between:

ARVICA AI HOLDINGS PTY LTD (ACN 702 257 761; ABN 30 702 257 761), trading as Arvica Cloud, of Level 7, Tower 3, World Trade Centre, 18-38 Siddeley Street, Docklands VIC 3005, Australia (**Arvica**); and

the party identified as **Counterparty** in the Particulars below (**Counterparty**).

Arvica and Counterparty are each a **Party** and together the **Parties**. A Party disclosing information is the **Discloser** and a Party receiving it is the **Recipient**.

PARTICULARS

Item	Details
Counterparty	Legal name: _____ Registration number and jurisdiction: _____ Address: _____
Purpose	Evaluating, negotiating and, if agreed, carrying out a potential business relationship between the Parties concerning: [GPU compute services / data centre capacity or colocation / equipment supply / investment or financing / other: _____]
Effective Date	The date on which the last Party signs this Agreement
Disclosure Period	Two (2) years from the Effective Date, unless ended earlier under clause 8.1
Confidentiality Period	Three (3) years after the end of the Disclosure Period, and for trade secrets for as long as they remain trade secrets
Notice contacts	Arvica: sales@arvica.ai Counterparty: _____

1. Definitions

1.1 In this Agreement:

(a) **Confidential Information** means all information, in any form, that the Discloser or its Representatives disclose to the Recipient or its Representatives in connection with the Purpose, whether before or after the Effective Date, and that is marked or described as confidential or that a reasonable person would understand to be confidential. It includes pricing, quotations, commercial terms, customer and supplier identities and terms, capacity and inventory information, technical designs and specifications, site and facility information, network and security information, financial information, business plans, and the existence and content of discussions between the Parties.

(b) **Representatives** means a Party's related bodies corporate and its and their directors, officers, employees, contractors, professional advisers, financiers and potential financiers.

(c) **Purpose** means the purpose stated in the Particulars.

2. Exclusions

2.1 Confidential Information does not include information that the Recipient can show by reasonable evidence:

(a) is or becomes publicly available, other than through a breach of this Agreement;

(b) was lawfully known to the Recipient without a confidentiality obligation before the Discloser disclosed it;

(c) is lawfully received by the Recipient from a third party who is not under a confidentiality obligation in respect of it; or

(d) is independently developed by the Recipient without use of the Discloser's Confidential Information.

3. Obligations of the Recipient

3.1 The Recipient must:

(a) keep the Discloser's Confidential Information confidential;

(b) use it only for the Purpose;

(c) protect it with at least the degree of care it uses for its own confidential information of a similar kind, and in any case with reasonable care; and

(d) not copy or record it except as reasonably necessary for the Purpose.

3.2 The Recipient may disclose the Discloser's Confidential Information only to its Representatives who need to know it for the Purpose and who are bound by confidentiality obligations no less protective than this Agreement. The Recipient is responsible for any act or omission of its Representatives that would breach this Agreement if done by the Recipient.

3.3 The Recipient must notify the Discloser promptly after becoming aware of any unauthorised use or disclosure of the Discloser's Confidential Information, and take reasonable steps to limit its effect.

4. Disclosure required by law

4.1 The Recipient may disclose Confidential Information to the extent required by law, a court, a regulator or the rules of a stock exchange. Where lawful and practicable, the Recipient must first notify the Discloser, cooperate with any reasonable steps the Discloser takes to protect the information, and disclose only the part that is required.

5. Personal information and controlled information

5.1 Each Party will avoid disclosing personal information unless it is needed for the Purpose. Where personal information is disclosed, the Recipient must handle it in accordance with the Privacy Act 1988 (Cth) and any other applicable data protection law.

5.2 A Party must not disclose technical data or technology that is subject to export control restrictions unless the other Party has agreed in writing and the disclosure complies with applicable export control and sanctions laws. Each Party will comply with those laws in its handling of the other's Confidential Information.

6. Ownership and no obligation

6.1 All Confidential Information remains the property of the Discloser. No licence or other right in any intellectual property is granted by this Agreement, except the limited right to use Confidential Information for the Purpose.

6.2 Confidential Information is provided "as is". The Discloser gives no warranty as to its accuracy or completeness, except as agreed in a later definitive agreement.

6.3 Nothing in this Agreement obliges either Party to disclose any particular information, to proceed with any transaction, or to refrain from discussions with third parties. Any transaction will be binding only when a definitive written agreement is signed.

7. Return and destruction

7.1 Within fourteen (14) days after the Discloser's written request, or after this Agreement ends, the Recipient must return or destroy the Discloser's Confidential Information and, on request, confirm in writing that it has done so.

7.2 The Recipient may keep copies that it is required to keep by law or professional rules, or that are held in automatic electronic backups that are not readily accessible. Those copies remain subject to this Agreement for as long as they are kept.

8. Term

8.1 This Agreement applies to Confidential Information disclosed during the Disclosure Period. Either Party may end the Disclosure Period earlier by thirty (30) days' written notice.

8.2 The obligations in this Agreement continue for the Confidentiality Period after the Disclosure Period ends. If the Parties enter into a definitive agreement for the Purpose, the confidentiality terms of that agreement will apply to information disclosed under it.

9. Remedies

9.1 Each Party acknowledges that damages may not be an adequate remedy for a breach of this Agreement, and that the Discloser may seek injunctive relief or specific performance in addition to any other remedy, without proving actual damage.

10. General

10.1 This Agreement is governed by the laws of Victoria, Australia. Each Party submits to the non-exclusive jurisdiction of the courts of Victoria and the courts entitled to hear appeals from them. A Party may seek urgent injunctive relief in any court of competent jurisdiction.

10.2 Notices must be in writing and sent to the notice contacts in the Particulars. An email notice is received when sent unless the sender receives an automated delivery failure.

10.3 Neither Party may assign this Agreement without the other's written consent, except that Arvica may assign it to a related body corporate on notice.

10.4 This Agreement is the entire agreement between the Parties on its subject matter and supersedes any earlier confidentiality arrangement for the Purpose. Variations must be in writing and signed by both Parties. A waiver is effective only in writing. Invalid provisions are severed to the minimum extent necessary.

10.5 This Agreement may be signed in counterparts and electronically. If it is translated, the English version prevails.

EXECUTION

Executed as an agreement.

ARVICA AI HOLDINGS PTY LTD (ACN 702 257 761; ABN 30 702 257 761), trading as Arvica Cloud, executed in accordance with section 127 of the Corporations Act 2001 (Cth)

Signature of director: _____ Name: _____

Signature of director / company secretary: _____ Name: _____

Date: _____

COUNTERPARTY

Signature: _____ Name: _____

Title: _____ Date: _____

The signatory warrants that they are authorised to sign for Counterparty. If signing under a power of attorney or board authority, attach a copy.