MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (Agreement) is entered into by the parties identified below and takes effect on the date of the last signature (Effective Date).

PARTY A — ARVICA

ARVICA AI HOLDINGS PTY LTD
ACN 702 257 761 | ABN 30 702 257 761
Level 7, Tower 3, World Trade Centre,
18–38 Siddeley Street, Docklands VIC 3005,
Australia
Notices: jim@arvica.ai

PARTY B — COUNTERPARTY

Legal name: _____
ABN / registration no.: _____
Registered address: _____
_____
Country: _____
Notices email: _____

Each is a Party and together they are the Parties. Each Party may be a Disclosing Party or a Receiving Party under this Agreement.

1. PERMITTED PURPOSE

The Parties wish to evaluate, discuss and potentially pursue a commercial relationship involving AI or GPU computing services, data centre infrastructure or colocation, hardware procurement or supply, project development, partnerships, financing, or related activities, and any other purpose agreed in writing (Purpose). Disclosure of information under this Agreement does not oblige either Party to enter into any further agreement.

2. CONFIDENTIAL INFORMATION

2.1 Confidential Information means all non-public information disclosed or made available by or for a Disclosing Party to a Receiving Party or its Representatives, in any medium and whether before, on or after the Effective Date, which is identified as confidential or ought reasonably to be understood as confidential in its context.

2.2 It includes, without limitation: technical designs, site and power plans, fibre and network layouts, infrastructure and security specifications, GPU/server configurations and bills of materials, software and know-how; prices, quotations, forecasts, budgets, financing terms and business plans; customer, supplier and investor identities, requirements and contractual arrangements; the existence, content and status of discussions between the Parties; and copies, analyses, summaries or notes derived from such information.

2.3 Representatives means a Party's and its Affiliates' directors, officers, employees, professional advisers, genuine prospective financing sources, contractors, consultants and agents who require the information for the Purpose. Affiliate means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

3. CONFIDENTIALITY AND USE

3.1 A Receiving Party must: (a) use Confidential Information only for the Purpose; (b) keep it confidential and protect it with at least reasonable care, and no less care than it uses for its own similar confidential information; (c) not disclose it except as permitted by this Agreement; and (d) make copies only to the extent reasonably necessary for the Purpose.

3.2 A Receiving Party may disclose Confidential Information to its Representatives strictly on a need-to-know basis if those Representatives are subject to confidentiality obligations no less protective than this Agreement, or to equivalent professional duties. The Receiving Party is responsible for its Representatives' acts and omissions in relation to the Confidential Information.

3.3 Each Party must promptly notify the other Party upon becoming aware of any material actual or reasonably suspected unauthorised use, access or disclosure, and take reasonable steps to contain and mitigate it.

4. EXCEPTIONS AND REQUIRED DISCLOSURE

4.1 Confidential Information does not include information that the Receiving Party can reasonably demonstrate: (a) is or becomes public without breach of this Agreement; (b) was already lawfully known to it without restriction; (c) is lawfully received from a third party without a duty of confidence; (d) is independently developed without use of or reference to Confidential Information; or (e) the Disclosing Party approves for release in writing.

4.2 If disclosure is required by law, court order, regulation or a competent authority, the Receiving Party may disclose only what is legally required and, where lawful and reasonably practicable, must first notify the Disclosing Party and reasonably cooperate with efforts to obtain confidential treatment.

5. RESTRICTED USE AND PUBLICITY

5.1 A Receiving Party must not use Confidential Information to train, fine-tune or improve an AI model, or input it into a publicly accessible generative AI service, without the Disclosing Party's prior written consent.

5.2 Neither Party may, without the other Party's prior written consent, issue a public announcement about the discussions or proposed relationship, or use the other Party's name, trade marks or logo for publicity or marketing, except where disclosure is legally required.

5.3 Each Party must comply with applicable privacy and information-security laws. Where processing personal information for the other Party requires a separate data processing agreement or services agreement, this Agreement does not replace that agreement.

6. OWNERSHIP; NO COMMITMENT

6.1 Confidential Information and all related intellectual property remain the property of the Disclosing Party or its licensors. No licence, assignment or other right is granted except the limited right to use Confidential Information for the Purpose.

6.2 Information is provided without any representation as to completeness or accuracy, except as expressly agreed in a later signed agreement or as required by law. Neither Party is required to proceed with a transaction, reserve capacity, purchase equipment, provide financing or enter into an exclusive arrangement solely because it has signed this Agreement.

7. RETURN OR DESTRUCTION

7.1 Upon written request of the Disclosing Party, or upon termination of this Agreement, the Receiving Party must cease using the relevant Confidential Information and, within ten (10) business days, return or securely destroy it and, if reasonably requested, confirm that it has done so.

7.2 A Receiving Party may retain copies to the extent required by law, professional obligations, bona fide internal governance records or routine backup and archival systems that cannot reasonably be selectively erased. Retained material must remain protected under this Agreement and may not be used for any other purpose.

8. TERM AND SURVIVAL

8.1 Either Party may terminate this Agreement at any time by written notice. Termination does not affect obligations accrued before termination or require either Party to continue discussions.

8.2 The confidentiality and restricted-use obligations continue for three (3) years after the later of termination and the last disclosure under this Agreement. For information that remains a trade secret under applicable law, those obligations continue for so long as it retains that status, unless it ceases to be protected through no breach of this Agreement. Any longer mandatory legal protection continues to apply.

9. REMEDIES

Each Party acknowledges that unauthorised disclosure or use may cause harm not adequately remedied by damages alone. The Disclosing Party may seek injunctive or other equitable relief where available at law, in addition to other rights and remedies. The availability of such relief remains subject to the court's discretion and applicable law.

10. GENERAL

10.1 Notices. Notices under this Agreement must be in writing and delivered to the notices email specified above (or another address later notified in writing). An email notice is received when it reaches the recipient's email system, provided the sender has not received a delivery-failure notification.

10.2 Entire agreement. This Agreement records the entire agreement on confidentiality for the Purpose and supersedes earlier understandings on that subject. A later written agreement signed by both Parties may replace or vary its terms expressly.

10.3 Changes and assignment. Changes must be in writing and signed by both Parties. Neither Party may assign this Agreement without the other Party's prior written consent.

10.4 Other matters. No partnership, joint venture or agency is created. Failure to enforce a right is not a waiver. If a provision is unenforceable, the remaining provisions continue to operate. Each Party bears its own costs of this Agreement.

10.5 Governing law. This Agreement is governed by the laws of Victoria, Australia. Each Party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

10.6 Counterparts and electronic execution. This Agreement may be executed in counterparts and by electronic signature, including through an electronic signing platform. Each executed counterpart forms part of the same agreement.

EXECUTION

Executed as an agreement by the duly authorised representatives of the Parties. The Effective Date is the date of the last signature below.

For ARVICA AI HOLDINGS PTY LTD	**For the COUNTERPARTY**
Signature: _____	Signature: _____
Full name: _____	Full name: _____
Title: _____	Title: _____
Date signed: _____	Date signed: _____