

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "**Agreement**") is entered into as of the date of the last signature below (the "**Effective Date**") by and between FanBasis, Inc. d/b/a Commas ("**Commas**") and MIOSA LLC ("**MIOSA**").

Commas and MIOSA may each be referred to as a "**Party**" and together as the "**Parties**."

RECITALS

WHEREAS, the Parties wish to evaluate a possible product, technical, infrastructure, software, and commercial relationship;

WHEREAS, that evaluation may require either Party to disclose nonpublic business and technical information, including source code, architecture, product plans, security information, APIs, SDKs, designs, commercial information, and related materials; and

WHEREAS, the Parties wish to protect such information while preserving each Party's ownership, independent work, and freedom to decide whether to proceed.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. PURPOSE

The Parties may exchange Confidential Information solely to evaluate, discuss, and plan a possible relationship between Commas and MIOSA, including technical diligence, source-code and architecture review, product planning, commercial evaluation, and negotiation of one or more separate written agreements (the "**Purpose**").

2. CONFIDENTIAL INFORMATION

2.1 Definition. "Confidential Information" means nonpublic information disclosed by or on behalf of one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether before or after the Effective Date and whether oral, visual, written, electronic, or in another form, that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure.

2.2 Examples. Confidential Information may include source code, software, architecture, APIs, SDKs, agent configurations, prompts, data models, infrastructure, security practices, credentials, designs, product plans, roadmaps, customer and prospective-customer information, financial information, pricing, research, analyses, documentation, and the existence and substance of the Parties' discussions.

2.3 Exclusions. Confidential Information does not include information that the Receiving Party can establish through contemporaneous written records: (a) was lawfully known to the Receiving Party without restriction before disclosure by the Disclosing Party; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

3. USE AND PROTECTION

3.1 Limited Use. The Receiving Party will use the Disclosing Party's Confidential Information solely for the Purpose and for no other purpose.

3.2 Standard of Care. The Receiving Party will protect the Disclosing Party's Confidential Information using at least reasonable care and no less than the care it uses to protect its own confidential information of similar nature and importance.

3.3 Representatives. The Receiving Party may disclose Confidential Information only to its employees, officers, directors, contractors, affiliates, attorneys, accountants, financing sources, and professional advisors who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as those in this Agreement (collectively, "**Representatives**"). The Receiving Party is responsible for a breach of this Agreement by its Representatives.

3.4 Copying and Access. The Receiving Party will limit access and copying to what is reasonably necessary for the Purpose. Nothing in this Agreement requires either Party to disclose production credentials, regulated data, personal data, or customer data.

4. REQUIRED DISCLOSURE

If the Receiving Party or one of its Representatives is legally required to disclose Confidential Information, the Receiving Party will, to the extent legally permitted, provide prompt written notice to the Disclosing Party and reasonable cooperation at the Disclosing Party's expense in seeking a protective order or other remedy. The Receiving Party will disclose only the portion legally required and will use reasonable efforts to obtain confidential treatment.

5. RETURN OR DESTRUCTION

Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information in its possession or control and, upon request, confirm completion in writing. The Receiving Party may retain copies that are automatically maintained in routine backups or required by law, regulation, professional standards, or bona fide records-retention policies, provided retained information remains subject to this Agreement and is not used for any other purpose.

6. OWNERSHIP; NO LICENSE

Each Party retains all right, title, and interest in and to its Confidential Information and intellectual property. No license, assignment, transfer, option, or other right is granted by disclosure except the limited right to review and use Confidential Information for the Purpose.

7. INDEPENDENT DEVELOPMENT AND COMPETITION

Nothing in this Agreement restricts either Party from independently developing, acquiring, using, marketing, or providing products or services, including products or services that may compete with those of the other Party, so long as it does not use or disclose the other Party's Confidential Information in breach of this Agreement. Similarity between independently developed products, services, features, or ideas does not by itself establish a breach.

8. NO OBLIGATION; NO WARRANTY

8.1 No Transaction Obligation. Neither Party is obligated to disclose any information, continue discussions, enter into a transaction, purchase or provide services, or grant access to systems or source code. Any services, development work, data processing, licenses, deliverables, fees, ownership of new work, or production access must be governed by a separate written agreement signed by authorized representatives of both Parties.

8.2 No Warranty. Confidential Information is provided "**as is.**" The Disclosing Party makes no representation or warranty regarding its accuracy or completeness, except as may be stated in a later definitive agreement.

9. TERM AND SURVIVAL

This Agreement begins on the Effective Date and continues for two years unless terminated earlier by either Party upon written notice. The Receiving Party's obligations concerning Confidential Information disclosed during the term continue for three years after the date of disclosure. Obligations concerning a trade secret continue for as long as the information qualifies as a trade secret under applicable law.

10. REMEDIES

The Parties acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The injured Party may seek appropriate injunctive or equitable relief in addition to any other remedies available at law or in equity.

11. EXPORT CONTROL

Each Party will comply with applicable United States export-control and economic-sanctions laws in connection with information exchanged under this Agreement. Neither Party is required to disclose information if disclosure would violate applicable law.

12. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles. The state and federal courts located in Travis County, Texas will have exclusive jurisdiction over disputes arising from this Agreement, and each Party consents to personal jurisdiction and venue in those courts.

13. GENERAL

13.1 Entire Agreement. This Agreement is the entire agreement between the Parties concerning confidentiality for the Purpose and supersedes prior oral or written understandings on that subject.

13.2 Amendment and Waiver. Any amendment or waiver must be in writing and signed by authorized representatives of both Parties. A failure to enforce any provision is not a waiver of future enforcement.

13.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or to a successor in connection with a merger, reorganization, or sale of substantially all assets relating to this Agreement.

13.4 Severability. If a provision is held unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain effective.

13.5 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, fiduciary relationship, agency, exclusivity obligation, or authority to bind the other Party.

13.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature. Each counterpart is deemed an original, and all counterparts together constitute one instrument.

13.7 Notices. Notices under this Agreement must be in writing and may be delivered by email to the business representatives conducting the Parties' discussions, with a copy to any legal-notice address later designated in writing. Notice is effective when receipt is acknowledged.

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

FANBASIS, INC. D/B/A COMMAS

MIOSA LLC

By: _____

By: _____

Name: _____

Name: Roberto H. Luna

Title: _____

Title: Authorized Representative

Date: _____

Date: _____