Mimir Technologies

ENGINEERING FOR TEAMS THAT SELL

// SALES SIGNAL · UNITED STATES

Mutual Non-Disclosure Agreement

Between Mimir Technologies SRL and the company named on the acceptance page

Version SS-NDA-US-2 | Version date October 18, 2026 | Effective when the Company signs

01 Parties and purpose

1.1 Parties. This agreement is between Mimir Technologies SRL, a company registered in the Republic of Moldova under IDNO 1024600004597, str. Salcâmilor 5, Stăuceni, mun. Chișinău, Republic of Moldova ("Mimir"), and the company named on the acceptance page ("the Company"). Each is a "party", and each may disclose and receive information.

1.2 Electronic signature. Mimir has signed this version in advance with an electronic signature applied to this file, which Adobe Acrobat Reader and other PDF readers that check signatures can verify. The Company signs by completing the acceptance page in the Sales Signal form, and by signing also accepts the Terms of Use (version TOU-US-2). The parties agree to do business electronically. Each signature is an electronic signature under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Uniform Electronic Transactions Act as adopted in Delaware and the other states that have adopted it, and has the same effect as a handwritten one. The agreement takes effect when the Company signs, as the signing record shows.

1.3 Purpose. The parties share information to prepare, deliver and discuss the Sales Signal, and to discuss whether to work together afterward ("the Purpose"). Nothing in this agreement obliges either party to go further.

02 Confidential information

2.1 What it covers. "Confidential Information" is any non-public information one party discloses to the other for the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential. It includes:

1. for the Company: its leads, customers, conversations, call recordings, messages, CRM records, prices, products, sales figures, processes and staff;
2. for Mimir: its methods, software, prompts, models, templates, pricing and the way findings are produced;
3. for both: the findings, and the existence and content of discussions between the parties.

2.2 What it does not cover. Information is not confidential if the receiving party can show that it:

1. is or becomes publicly available, other than through a breach of this agreement;
2. was already lawfully known to it without a duty of confidence;
3. was lawfully received from a third party without a duty of confidence; or
4. was developed independently, without use of the other party's information.

Personal information never falls under these exceptions. It stays protected under clause 4.2 and the Data Processing Agreement.

03 What each party must do

3.1 Use. Use the other party's Confidential Information only for the Purpose.

3.2 Protect. Protect it with at least the care it uses for its own confidential information of a similar kind, and never less than reasonable care.

3.3 Share only where needed. Disclose it only to its own employees, and to advisers, contractors and service providers, who need it for the Purpose and are bound by confidentiality duties at least as protective as this agreement. Each party is responsible for those people's compliance. Mimir's service providers are listed in the Data Processing Agreement.

3.4 Compelled disclosure. If a party is required by law, subpoena or court order to disclose Confidential Information, it may do so to the extent required. Where legally permitted, it first gives the other party prompt notice so that it can seek a protective order.

3.5 Return and deletion. Personal information the Company makes available is deleted on the schedule in the Data Processing Agreement: within 7 days of the findings call, with written confirmation, and from encrypted backups as they expire within 30 days. Other Confidential Information is returned or destroyed within 30 days of a written request, except copies that the law requires a party to keep, or that sit in routine backups until they expire. Those copies stay confidential.

3.6 Publicity. Neither party names the other publicly, or describes their work together in a way that identifies the other, without the other's prior written consent. This covers websites, case studies, press, marketing and social media.

3.7 No license. Disclosure grants no license or other rights, except the right to use the information for the Purpose. The findings page is the Company's to use internally; Mimir's methods and software remain Mimir's.

3.8 No other obligation. This agreement does not oblige either party to disclose any information, to enter into any further agreement or to purchase anything. **ALL INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.**

04 Term, personal information and legal terms

4.1 Term. This agreement runs for 3 years from signing. The duty of confidentiality for each item lasts 3 years from its disclosure, and for trade secrets as long as they remain trade secrets under applicable law. Either party may stop sharing information at any time by email; the duties for information already shared continue.

4.2 Personal information. Personal information the Company makes available is processed only under the Data Processing Agreement signed with this agreement. On anything about personal information, that agreement prevails.

4.3 Remedies. Unauthorized use or disclosure may cause irreparable harm for which money damages are not an adequate remedy. The affected party may seek injunctive or other equitable relief, without posting bond where the law allows, in addition to any other remedy.

4.4 Liability. NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EXCEPT FOR BREACH OF CONFIDENTIALITY CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

4.5 Governing law and forum. This agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-law rules. A claim must be brought in the courts of the defendant's home jurisdiction: against Mimir, the competent courts of Chișinău, Republic of Moldova; against the Company, the state courts for the county of its principal place of business, or the federal district court for the district that includes it. Either party may seek injunctive relief in any court of competent jurisdiction.

4.6 Whole agreement, changes and assignment. This agreement, with the Data Processing Agreement (version SS-DPA-US-2) and the Terms of Use (version TOU-US-2), is the entire agreement on confidentiality for the Purpose. Changes must be agreed in writing by both parties; email is sufficient. Neither party may assign this agreement without the other's consent, except to a successor of its whole business.

4.7 Notices. Notices are given by email: to Mimir at cristian.rusu@mimir.md, and to the Company at the signer's email on the acceptance page.

4.8 Severability. If any provision is held unenforceable, it is enforced to the maximum extent permitted and the rest of the agreement remains in effect.

4.9 Independent parties. The parties are independent contractors. Nothing in this agreement creates a partnership, joint venture or agency, and neither party may bind the other.

05 Signatures

SIGNED IN ADVANCE

FOR Mimir Technologies SRL

NAME
Cristian Rusu

TITLE
Administrator

SIGNATURE
Electronic signature on this file, version SS-NDA-US-2. Verify it in the PDF's signature panel

DATE
October 18, 2026

FOR the Company

LEGAL COMPANY NAME

STATE OF INCORPORATION

PRINCIPAL BUSINESS ADDRESS

SIGNED BY (NAME)

TITLE

SIGNATURE (TYPED NAME)

SIGNED ON

☐ The signer confirms they are authorized to sign for the Company

The Company signs on the acceptance page of the Sales Signal form. Its signing record — date and time, email, IP address and the fingerprint of this signed file — is issued to both parties as an acceptance certificate, with this file attached unchanged.