

MUTUAL NON-DISCLOSURE AGREEMENT

This is an agreement between MyLoop., West Loveland, and CJ Steiner, involving the material exchange of confidential information and shall be effective April 7, 2026.

Recital

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information including about MyLoop, without limitation, use cases, technical specifications, ideas to further develop web-based and application platforms, computer programs, code, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), and other technical, business, financial and product development plans, forecasts, strategies and information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party, is hereinafter referred to as “Proprietary Information” of the Disclosing party.

All Proprietary Information shall be protected and safeguarded if it is (a) marked as the Disclosing Party’s confidential or proprietary information (or with an equivalent legend) at the time of disclosure, if disclosed in tangible form; or (b) identified as Proprietary Information at the time of disclosure and previous meeting discussion of technical specifications, vision, and use cases of MyLoop the morning of April 7, 2026. Notwithstanding the failure of the Disclosing Party to mark information as confidential or proprietary as described above, information that, by its very nature, or under the particular circumstances of disclosure, should reasonably be understood to be confidential or proprietary, shall be deemed to be Proprietary Information.

In consideration of the parties’ discussions and access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Parties hereby agree as follows:

1. Obligations of the Receiving Party

The Receiving Party agrees:

- (i) to hold the Disclosing Party’s Proprietary Information in confidence and to take all necessary precautions to protect such Proprietary Information including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials;
- (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person or party;
- (iii) not to make any use of such Proprietary Information, except for the above/below stated purpose;

- (iv) not to copy or reverse engineer, or attempt to derive the composition or underlying information of any such Proprietary Information;
- (v) any programming, coding, technical specifications under the design, development, or further advancement hereunder of MyLoop, created by the Receiving Party with own technology (i.e., laptop, desktop, tablet, etc.) shall remain the property of the Disclosing Party (MyLoop).

2. Permitted Use

The Receiving Party agrees that the Proprietary Information shall not be used except for the following purpose: (i) MyLoop, West Loveland are engaging CJ Steiner to determine if CJ Steiner would be a good company/contractor to hire to provide solutions for our current and future needs, develop and design, code, and build MyLoop.

3. Limited Distribution

The Receiving Party further agrees to limit the use of and access to the Disclosing Party's Proprietary Information to the Receiving Party's employees who need to know such Proprietary Information for said purposes and shall cause such employees to comply with the obligations set forth herein.

4. Exceptions

The Disclosing Party agrees that the foregoing obligations shall not apply with respect to information that:

- (i) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party;
- (ii) was rightfully disclosed to the Receiving Party by another person without restriction;
- (iii) was independently developed by the Receiving Party without access to such Proprietary Information;
- (iv) is required to be disclosed pursuant to any statutory or regulatory authority or court order, provided the Receiving Party has given the Disclosing Party prompt notice of such requirement and the opportunity to contest it.

5. Return of Information

Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents, media, development, technical works (i.e., coding, design, etc.) containing any such Proprietary Information and all copies or extracts thereof and will promptly and permanently delete any Proprietary Information which is electronically or optically recorded or stored.

6. Equitable Relief

The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligation hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

7. No IP Rights Granted

Neither party acquires any intellectual property rights under this Agreement or any disclosure hereunder, except the limited right to use such Proprietary Information in accordance with this Agreement.

8. No Warranties

NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN WITH RESPECT TO THE PROPRIETARY INFORMATION DISCLOSED OR USED UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES ARISING OUT OF OR CAUSED BY DEFECTS OR DEFICIENCIES IN THE PROPRIETARY INFORMATION OF EITHER PARTY, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

9. Entire Agreement

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver. The obligations of non-use and non-disclosure shall survive indefinitely. This Agreement shall be governed by the laws of the State of Kansas and may be enforced in any court in Kansas.

10. Signatories

This Mutual Non-Disclosure Agreement shall be signed by MyLoop (represented by West Loveland's signature), West Loveland and CJ Steiner.

BY: _____ **Date:** _____

West Loveland, CEO & President

BY: _____ **Date:** _____

CJ Steiner