MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made effective as of the Effective Date entered below between Ninety Nine Technologies LLC, a U.S. limited liability company with offices at 2817 Eagandale Blvd, Eagan, MN 55121 ("TalkLoop Company"), and the legal entity identified below ("Counterparty"). Each may be a "Disclosing Party" or "Receiving Party".

1 PARTY DETAILS

Counterparty legal business name

Counterparty registered office / mailing address

Counterparty jurisdiction / entity type

Effective date (YYYY-MM-DD)

2 PURPOSE

The parties may share non-public information solely to evaluate, negotiate, implement, support, or manage a potential or existing telecommunications, VoIP, SIP interconnection, messaging, software, commercial, or related business relationship (the "Purpose").

3 CONFIDENTIAL INFORMATION

"Confidential Information" means non-public information disclosed by either party, in any form, that is marked confidential or that reasonably should be understood to be confidential by its nature and context. This includes pricing, rates and margins; customer and supplier lists; traffic profiles and call records; network topology, SIP credentials, IP addresses, routing, security procedures, software and source code; financial, technical and business plans; and the existence or terms of negotiations.

4 RECEIVING PARTY DUTIES

The Receiving Party will: (a) use Confidential Information only for the Purpose; (b) protect it with at least reasonable care and no less than the care used for its own comparable information; (c) disclose it only to employees, contractors, advisers, and affiliates with a need to know who are bound by confidentiality duties at least as protective; and (d) not copy, reverse engineer, or exploit confidential systems or software except as separately authorized in writing.

5 EXCLUSIONS

Confidential Information does not include information that the Receiving Party can demonstrate: (a) was publicly available without breach; (b) was lawfully known without restriction before disclosure; (c) was lawfully obtained from a third party without a confidentiality duty; or (d) was independently developed without use of the Disclosing Party's Confidential Information.

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6 REQUIRED DISCLOSURE

If disclosure is legally compelled, the Receiving Party will, to the extent lawful, give prompt notice so the Disclosing Party may seek protection, and will disclose only the portion legally required.

7 OWNERSHIP; NO LICENSE

All Confidential Information remains the Disclosing Party's property. No intellectual-property license, exclusive relationship, partnership, or obligation to proceed with a transaction is created by this Agreement. Information is provided as-is except as separately agreed.

8 SECURITY AND REGULATORY DATA

Each party will comply with applicable law when handling personal data, communications records, or network credentials. This Agreement does not replace any separately required data-processing agreement, customer consent, CPNI control, security addendum, or lawful telecommunications disclosure obligation.

9 TERM AND SURVIVAL

This Agreement begins on the Effective Date and continues for two (2) years unless ended earlier by written notice. The confidentiality and permitted-use obligations survive for three (3) years after disclosure; obligations for trade secrets continue for so long as the information remains a trade secret under applicable law.

10 RETURN OR DELETION

Upon written request, each Receiving Party will promptly return or securely delete Confidential Information, except for copies retained under legal, regulatory, archival-backup, or bona fide compliance obligations; retained copies remain protected under this Agreement.

11 REMEDIES AND GENERAL TERMS

The parties acknowledge that unauthorized disclosure may cause harm for which monetary damages may be inadequate; equitable relief may be sought where legally available. This Agreement is governed by Minnesota law, without regard to conflict-of-law rules, and disputes will be brought in courts of competent jurisdiction located in Minnesota, subject to applicable jurisdictional requirements. Amendments must be in writing signed by both parties. Electronic signatures and counterparts are permitted.

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12 SIGNATURES

By signing below, the undersigned represent that they have authority to bind their respective entities. Both parties must sign for this Agreement to be executed.

NINETY NINE TECHNOLOGIES LLC | TALKLOOP

Legal entity: Ninety Nine Technologies LLC

Authorized representative name

Title

Date

Signature - enter name or add digital signature in PDF viewer

COUNTERPARTY

Company legal name

Authorized representative name

Title

Date

Signature - enter name or add digital signature in PDF viewer

Recommended signing method: open the saved PDF in Adobe Acrobat or another PDF application supporting signatures. Fill the text fields, apply verified digital or drawn signatures, save the completed file, and return it by secure email.