ACUMINO

ACUMINO · INVESTOR MATERIALS

Confidentiality Terms & Non-Disclosure Agreement

The terms that apply to anyone who accesses Acumino's confidential presentation materials.

PARTY ACUMINO, INC., A DELAWARE CORPORATION
GOVERNING LAW STATE OF DELAWARE
NOTICES ANNIE@ACUMINO.AI

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Agreement and acceptance

This Confidentiality Terms & Non-Disclosure Agreement (the **"Agreement"**) is between **Acumino, Inc.**, a Delaware corporation with its headquarters at 12 Channel St #202, Boston, MA 02210 (**"Acumino"**), and the person or entity accessing Acumino's presentation materials (the **"Recipient"**). If you access the materials on behalf of a firm, fund or other organization, you agree on its behalf and confirm that you are authorized to do so.

ACCEPTANCE

By entering the access password, clicking "Agree & View", or otherwise accessing or viewing the materials, the Recipient agrees to be bound by this Agreement. If the Recipient does not agree, it must not enter the password or access the materials.

The passwords and links that give access to the materials are themselves Confidential Information. They are personal to the Recipient and must not be shared.

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Definitions

CONFIDENTIAL INFORMATION	All information Acumino discloses or makes available to the Recipient, in any form, including through the presentation website. It includes the presentation and its contents, business plans, financial information and projections, fundraising terms, valuation, product roadmaps, technology, know-how, intellectual property, customer, partner and pipeline information, team and hiring plans, and the existence and status of any discussions between the parties. It also includes any notes, analyses or summaries the Recipient prepares that contain or reflect any of this information.
PURPOSE	The Recipient's evaluation of a possible investment in, or other business relationship with, Acumino.
REPRESENTATIVES	The Recipient's partners, officers, employees, investment committee members and professional advisers (legal, accounting and financial) who need to know the Confidential Information for the Purpose.

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Confidentiality obligations

NO.	THE RECIPIENT WILL
01	Keep the Confidential Information strictly confidential and use it only for the Purpose.
02	Not disclose, forward, circulate or share the Confidential Information, the presentation link or the password with anyone, except Representatives who need it for the Purpose and are bound by confidentiality duties at least as protective as this Agreement.
03	Not copy, download, print, screenshot, photograph, screen-record or otherwise reproduce the presentation or any part of it, except for internal notes made for the Purpose.
04	Not use the Confidential Information to compete with Acumino, to develop a competing product or business, or to solicit Acumino's employees, customers or partners.
05	Protect the Confidential Information with at least the care it uses for its own confidential information, and never less than reasonable care.
06	Notify Acumino promptly in writing if it becomes aware of any unauthorized access, use or disclosure.

The Recipient is responsible for any breach of this Agreement by its Representatives.

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Exclusions and required disclosure

Confidential Information does not include information that the Recipient can show by written records:

- is or becomes publicly available through no fault of the Recipient or its Representatives;
- was lawfully known to the Recipient, without a duty of confidentiality, before Acumino disclosed it;
- is lawfully received from a third party who is not under a duty of confidentiality to Acumino; or
- is independently developed by the Recipient without use of or reference to the Confidential Information.

If law, regulation or court order requires the Recipient to disclose Confidential Information, the Recipient may do so. Where legally permitted, it must first give Acumino prompt written notice so Acumino can seek a protective order, and it must disclose only the portion that is legally required.

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Ownership, no warranty and no offer

OWNERSHIP	All Confidential Information remains the property of Acumino. No license or other right under any patent, copyright, trademark, trade secret or other intellectual property is granted or implied by this Agreement or by any disclosure.
NO WARRANTY	Confidential Information is provided “as is”. Acumino makes no representation or warranty about its accuracy or completeness. Acumino has no liability arising from its use, except as set out in a definitive written agreement signed by both parties.
FORWARD-LOOKING STATEMENTS	The materials may contain projections, estimates and other forward-looking statements. These are based on current assumptions, involve risks and uncertainties, and are not guarantees of future performance. Actual results may differ materially.
NO OFFER; NO OBLIGATION	The materials are for information only. They are not an offer to sell, or a solicitation of an offer to buy, any securities. Neither party is obliged to enter into any transaction unless and until a definitive written agreement is signed. Any investment would be offered only through definitive documents and in compliance with applicable securities laws.

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Return or destruction; term

RETURN OR DESTRUCTION	The Recipient may not make or keep any copies of the materials. Within 10 days of Acumino’s written request, or once the Recipient decides not to proceed, the Recipient will stop using the Confidential Information and permanently destroy any notes, analyses or summaries that contain or reflect it, and will confirm this in writing if asked.
ACCESS	Acumino may withdraw or expire access to the materials at any time without notice. Acumino may log access details, including name, email, firm, date, time, IP address and the version of this Agreement accepted, as a record of acceptance.

TERM	This Agreement applies from first access. The Recipient's obligations last for **three (3) years** after the last date on which it accessed the materials. For any trade secrets, the obligations last for as long as the information remains a trade secret under applicable law.

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Remedies, governing law and general terms

REMEDIES	Unauthorized use or disclosure of Confidential Information may cause Acumino irreparable harm that money damages cannot adequately remedy. Acumino is therefore entitled to seek injunctive or other equitable relief, without posting a bond, in addition to any other remedy available at law.
GOVERNING LAW	This Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules. The parties submit to the exclusive jurisdiction of the state and federal courts located in Delaware, except that Acumino may seek injunctive relief in any court of competent jurisdiction.
ENTIRE AGREEMENT	This Agreement is the entire agreement between the parties about its subject matter. It is superseded only by a later written confidentiality agreement signed by both parties.
AMENDMENT AND WAIVER	Changes must be in writing and signed by Acumino. A failure or delay in enforcing any right is not a waiver.
SEVERABILITY	If any provision is held unenforceable, it will be enforced to the maximum extent permitted and the rest of the Agreement remains in effect.
ASSIGNMENT	The Recipient may not assign this Agreement without Acumino's written consent.
ELECTRONIC ACCEPTANCE	Acceptance by electronic means, including entering the password and clicking "Agree & View", is as binding as a handwritten signature.
NOTICES	Notices to Acumino must be sent to annie@acumino.ai.

ACUMINO, INC.

12 Channel St #202, Boston, MA 02210 · annie@acumino.ai