MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered on _____ ("Effective Date") between _____, located at _____ ("**Counterparty**") and **BABOU AI, INC.**, located at 1887 WHITNEY MESA DR #424, HENDERSON, NV 89014 ("**Babou.ai**") (together the "**Parties**"). Each of the Parties hereto shall include all Affiliates of the Parties as defined herein.

1. Purpose. Counterparty and Babou.ai wish to explore a possible business relationship pursuant to which each Party may disclose Confidential Information to the other Party (all as defined herein). This Agreement is intended to bind each Recipient (as defined herein) and prevent it from disclosing the Confidential Information of the Disclosing Party (as defined herein) or from using the Confidential Information for purposes other than evaluation of the potential business relationship. In consideration of the Disclosing Party's disclosure of such Confidential Information to the other Party and in recognition of the confidential and proprietary nature thereof, each Recipient agrees to treat such Confidential Information in the manner provided by this Agreement, and the Parties hereby agree as set forth below.

2. Definitions. For purposes of this Agreement, the terms set forth below shall have the meanings specified in this Section 2:

(a) the term **"Affiliate (or Affiliates)"** shall mean with respect to any Party (a) any corporate entity for which that party holds at least one seat on the board, (b) any partnership or joint venture where that Party is a general partner, or (c) any other entity that is controlling, controlled by or under common control with such party. "Control" means having the right, through the ownership of voting securities or otherwise, to elect the management and otherwise to direct the policies of such entity.

(b) the term **"Confidential Information"** shall mean any information, technology, technical data, trade secrets, know-how or ideas, including, without limitation, that which relates to business operations, products, services, customers, markets, research, inventions, processes, designs, drawings, engineering, marketing or finances of the Disclosing Party, which Confidential Information is intended to be treated as confidential, as determined by its nature and content. In the case of disclosure in non-documentary form made orally or by visual inspection, such disclosure shall be deemed to be part of the Confidential Information of the Disclosing Party if the Recipient is apprised of the nature thereof prior to its receipt, or if the information disclosed would be reasonably understood by the Recipient to be confidential as determined by its nature and content. The failure to mark information does not destroy the confidentiality of that information where it is otherwise confidential by the terms of the agreement. The amount and type of Confidential Information to be disclosed is completely within the sole discretion of the Disclosing Party. Without granting any right or license, the Disclosing Party agrees that Confidential Information does not include information, technology, technical data, trade secrets, know-how or ideas that the Recipient can demonstrate (i) was in the public domain at the time it was disclosed to the Recipient; (ii) was known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is disclosed by the Recipient with the prior written approval of the Disclosing Party; (iv) was independently developed by the Recipient, or becomes known to the Recipient from a source other than the Disclosing Party without breach of this Agreement by the Recipient; (v) is disclosed by the Disclosing Party to a third party without restrictions similar to those contained in this Agreement; (vi) is disclosed pursuant to the

order or requirement of a court, administrative agency, or other governmental body, as provided in Section 3(a).

(c) The term **"Recipient"** shall mean Babou.ai as to Confidential Information received from Counterparty and it shall mean Counterparty as to Confidential Information received from Babou.ai.

(d) The term **"Disclosing Party"** shall mean Babou.ai with respect to Confidential Information provided hereunder by Babou.ai to Counterparty and it shall mean Counterparty with respect to Confidential Information provided hereunder by Counterparty to Babou.ai.

(e) The term **"Purpose"** shall mean both the evaluation of a possible general business relationship between the Parties and the development of an artificial intelligence (AI) powered video editor.

3. Nondisclosure and Non-Use of Confidential Information

(a) Recipient agrees not to disclose the Confidential Information disclosed to it by the Disclosing Party to third Parties, except those employees, officers, directors, consultants, agents, contractors, counsel, independent public accountants, and advisors of Recipient who are required to have the Confidential Information in order to carry out the contemplated purposes described in Section 2(e). Recipient agrees to use the same degree of care that it uses to protect its own Confidential Information of similar importance, but in no event less than reasonable care, to prevent the unauthorized use, disclosure or dissemination of Confidential Information of the Disclosing Party. Notwithstanding this Section 3(a), Recipient may disclose Confidential Information if required pursuant to a court order or other requirement of an administrative agency or other governmental body; provided, that Recipient has notified the Disclosing Party promptly upon learning of the possibility of any such court order and has given the Disclosing Party a reasonable opportunity (and cooperated with the Disclosing Party) to contest or limit the scope of such required disclosure (including application for a protective order). The Recipient agrees to notify the Disclosing Party in writing of any misuse or misappropriation of such Confidential Information of the Disclosing Party, which may come to its attention.

(b) Recipient further agrees not to (i) use the Confidential Information provided to it by the Disclosing Party for any purpose other than the Purpose, (ii) derive any commercial benefit (whether direct or indirect) from such Confidential Information, and (iii) not to copy or reverse engineer any such Confidential Information.

(c) Except to the extent required by law or as mutually agreed, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by this Agreement.

4. Return of Materials: Upon the earlier of (a) ten (10) days after receipt by Recipient of a written notice from the Disclosing Party requesting the return or destruction of the Disclosing Party's Confidential Information or (b) the decision by either party not to enter into the transaction referred to in this Agreement the Confidential Information that has been furnished to Recipient by the Disclosing Party shall be promptly returned or destroyed, including all copies thereof. Documents of the Recipient into which confidential information of the Disclosing party have been incorporated shall be destroyed. A written certificate of destruction shall be provided from the Recipient to the Disclosing Party for all documents destroyed and not returned.

5. No Rights Granted. Nothing in this Agreement is intended to grant any rights under any patent, trade secret or copyright of the Disclosing Party to Recipient, nor shall this Agreement grant Recipient any rights in or to the Disclosing Party's Confidential Information, except the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the proposed business relationship between the Parties. Neither the disclosure of Confidential Information nor discussions between the Parties will be construed as an encouragement, inducement or commitment to expend funds in anticipation of entering into a business relationship, including but not limited to, funds expended for business development or product development or research efforts.

6. Termination of Agreement and Continuing Obligation. This Agreement shall terminate upon the signing of another agreement by the Parties consistent with the Purpose hereof, or two (2) year from this Agreement's effective date, whichever is later. Notwithstanding the foregoing, and whether or not the business relationship described in Sections 2(e) is consummated, unless otherwise mutually agreed in writing, Recipient's nondisclosure and non-use obligations hereunder with respect to each item of Confidential Information shall terminate five (5) years from the date of the receipt thereof by Recipient.

7. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of a State mutually agreed to by the Parties, without regard to any conflicts of law provisions and shall benefit and be binding upon the Parties hereto and their respective successors and assigns. The federal and state courts within the mutually agreed to State shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

8. Remedies. The Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Disclosing Party and the Disclosing Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, the Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

9. Validity. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future state or federal laws or rules and regulations promulgated thereunder effective during the term hereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

10. Successors and Assigns. Neither this Agreement nor any rights or obligations of the Recipient under this Agreement shall be transferable or assignable by that party without the prior written consent of the Disclosing Party, and any attempted transfer or assignment of this Agreement by either party not in accordance herewith shall be null and void.

11. Miscellaneous. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

THIS AGREEMENT is hereby accepted and agreed to by the parties as shown by their signatures provided below. The provisions and terms of this Agreement shall inure to the benefit of, and be binding upon the successors and the assigns of parties, and any person entitled to be identified hereunder. Further, the term of this Agreement may be extended as determined appropriate and necessary by mutual consent of the parties.

_____	***BABOU AI, INC.***
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
(Print)	(Print)
Title: _____	Title: _____