

Mutual Non-Disclosure Agreement

by and between Kestrel Ventures LLC and Brightpath Software, Inc. · May 20, 2026

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into to permit the parties to evaluate a potential financing transaction (the “Purpose”).

1. Confidential Information

1.1 “Confidential Information” means all non-public information disclosed by either party, whether written, electronic, visual, or oral, that a reasonable person would understand to be confidential. Oral disclosures are Confidential Information without any requirement of written confirmation.

1.2 Confidential Information excludes information that is or becomes public through no fault of the recipient, was lawfully known prior to disclosure, is independently developed, or is rightfully received from a third party.

2. Obligations

2.1 The recipient shall use Confidential Information solely for the Purpose and protect it with at least reasonable care.

2.2 Disclosure is permitted to employees, advisors, and financing sources with a need to know who are bound by comparable obligations.

3. Term

3.1 The obligations in this Agreement survive for five (5) years from the date of each disclosure.

4. Return or Destruction

4.1 Upon written request, the recipient shall return or destroy Confidential Information within ten (10) days, except one archival copy retained for legal compliance.

5. Remedies

5.1 The parties agree that breach may cause irreparable harm and that the disclosing party is entitled to injunctive relief without posting bond, in addition to all other remedies.

6. Miscellaneous

6.1 No license or obligation to transact is created by this Agreement. Neither party may issue press releases regarding the Purpose without consent.

6.2 This Agreement is governed by the laws of the State of California.

Agreed and accepted as of the date first written above. — Kestrel Ventures LLC / Brightpath Software, Inc.