MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

Governing Confidential Evaluation of Otalkie.com Investor Pitch Deck, Architecture & Diligence Materials

PURPOSE & LEGAL BINDING NOTICE: This Agreement protects proprietary trade secrets, business models, financial forecasts ($1.0M Seed @ $10.0M post-money), patent-pending multi-agent protocols (A2ACP), session state machines (PFSM), and telecom carrier edge architectures disclosed by **Otalkie.com** ("Owner") to prospective investors, diligence partners, and advisors.

OWNER / DISCLOSING PARTY	EVALUATOR / RECIPIENT
Entity: Otalkie.com ("Owner" or "Company") **Operating Domain:** otalkie.com / ioa.otalkie.com **Representative:** Long Jiang (Founder & Lead Architect) **Official Email:** jl@otalkie.com **Focus:** Mobile-Native AI Agent Internet (IOA)	**Entity / Firm:** [_____] **Signatory Name:** [_____] **Title / Role:** [_____] **Professional Email:** [_____] **Purpose:** Investor Diligence / Strategic Evaluation

This Mutual Non-Disclosure and Confidentiality Agreement (the "**Agreement**") is entered into as of the date of execution by and between **Otalkie.com** (together with its founders, predecessors, affiliates, and assigns, the "**Owner**" or "**Company**") and the prospective investor or institution named above (the "**Recipient**" or "**Evaluator**"). Owner and Recipient are collectively referred to as the "**Parties**," and each individually as a "**Party**."

1. Purpose & Authorized Scope

Owner has created and owns proprietary technologies, protocol architectures, and commercial formulations concerning the **Mobile-Native AI Agent Internet (IOA)**, including the Agent-to-Agent Communication Protocol (A2ACP), Progressive Fulfillment State Machine (PFSM), telecom signaling network loopback/interception mechanisms, and zero-idle compute multiplexing models. The Parties wish to examine and explore a potential investment, financing, commercial alliance, or technical syndication ("**Authorized Purpose**"). Owner may disclose to Recipient valuable, confidential, non-public, and proprietary materials solely for this Authorized Purpose.

2. Definition of Confidential Information

"**Confidential Information**" encompasses all non-public, proprietary information disclosed directly or indirectly by **Otalkie.com** ("Owner") to Recipient, whether delivered orally, visually, in writing, electronically, or via access to digital data rooms, including:

- **Investor Pitch & Financial Materials:** The Otalkie.com Angel/Seed Investor Pitch Deck, Executive Memorandum, capital structure, valuation frameworks ($1.0M Seed round @ $10.0M post-money valuation), unit economics, customer acquisition modeling, and financial forecasts;
- **Technical Architecture & Protocols:** System design blueprints, binary wire protocol specifications (A2ACP), session convergence state machines (PFSM), carrier core network bypass specs (SMSC / IP-SM-GW integration), SIM hardware-rooted identity mappings, and semantic firewall designs;
- **Commercial Formulations:** Telecom carrier revenue-sharing terms (35% wholesale operator / 30% consumer dividend / 35% platform margin), pilot trial structures, partner pipeline lists, and non-public customer validation data;
- **Transaction Status:** The fact that conversations or evaluation activities are taking place between Owner and Recipient.

3. Standard Exclusions from Confidentiality

Confidential Information does not include information that Recipient can prove by contemporaneous written evidence: (a) is or becomes publicly available through no breach of this Agreement by Recipient; (b) was already in Recipient's lawful possession without restriction prior to disclosure by Owner; (c) is rightfully acquired from an independent third party without breach of any confidentiality obligation; or (d) is independently developed by Recipient's personnel without any access to, reliance upon, or reference to Owner's Confidential Information.

4. Recipient Obligations & Standard of Care

Recipient agrees to: (a) hold Owner's Confidential Information in strict confidence using the highest reasonable degree of care, and in no event less than the care used to safeguard its own confidential records of like criticality; (b) utilize Owner's Confidential Information strictly and exclusively for the Authorized Purpose, and not for any competitive benchmarking, reverse engineering, product replication, or commercial exploitation; (c) restrict dissemination exclusively to its verified partners, officers, and legal/financial counsel who strictly need to know for the Authorized Purpose and who are bound by confidentiality covenants no less protective than those herein; and (d) strictly prohibit any reverse engineering, decompilation, disassembly, or extraction of protocol wire schemas from materials provided by Owner.

5. Absolute Proprietary Ownership

All Confidential Information, together with all intellectual property rights, patent rights, trade secret rights, copyright rights, and technical goodwill embodied therein or derived therefrom, **remains the sole and exclusive property of Otalkie.com ("Owner")**. Neither this Agreement nor any disclosure hereunder grants Recipient any license, interest, option, or right under any patent, trademark, or copyright owned or controlled by **Otalkie.com**.

6. Term, Duration & Survival

This Agreement governs disclosures made within one (1) year following execution. The confidentiality, non-use, and non-disclosure obligations hereunder shall survive for three (3) years following the date of initial disclosure; provided, however, that with respect to **trade secrets, core A2ACP protocol schemas, and telecom signaling architectures** of Otalkie.com, such obligations shall survive in perpetuity or for the maximum duration permitted under applicable law.

7. Return or Certified Destruction of Materials

Upon written notice from Owner (**Otalkie.com**), Recipient shall within ten (10) business days return or permanently delete/destroy all copies, extracts, pitch decks, financial summaries, and technical memos containing Confidential Information, and deliver written certification of compliance signed by an authorized representative upon request.

8. Compelled Legal Disclosures

If Recipient is required by valid subpoena, legal process, or regulatory demand to disclose any Confidential Information, Recipient shall provide prompt written notice to Owner (jl@otalkie.com) prior to making disclosure, to allow Owner a reasonable opportunity to seek a protective order.

9. Equitable Remedies & Injunctive Relief

Recipient acknowledges that unauthorized disclosure or breach of this Agreement will cause irreparable injury to **Otalkie.com** for which monetary damages alone would be inadequate. Accordingly, Owner shall be entitled to seek immediate injunctive relief and specific performance in any court of competent jurisdiction without the requirement of posting a bond or proving actual monetary losses, in addition to all other remedies.

10. Governing Law & General Terms

This Agreement shall be governed by and construed in accordance with the laws of the State of California or Delaware, without giving effect to conflict of laws principles. This Agreement constitutes the complete and final agreement between the Parties concerning confidential disclosures and may be executed electronically in counterparts.

11. Execution & Signatures

FOR OWNER: Otalkie.com	FOR RECIPIENT / EVALUATOR
Owner Entity: Otalkie.com **Authorized Signatory:** Long Jiang **Title:** Founder & Lead Architect **Direct Contact:** jl@otalkie.com **Signature:** *Long Jiang* **Date:** September 20, 2026	**Investor / Firm Entity:** _____ **Authorized Signatory:** _____ **Title / Position:** _____ **Contact Email:** _____ **Signature:** _____ **Date:** _____