

MUTUAL NON-DISCLOSURE AGREEMENT

(MUTUAL NDA & PROPRIETARY RIGHTS PROTECTION)

Patriot Soil Solutions USA, LLC • Backed by AquaLoch, LLC • State of Texas

This Mutual Non-Disclosure Agreement ("**Agreement**") is made effective as of _____, 2026 ("**Effective Date**"), by and between:

First Party: Patriot Soil Solutions USA, LLC and parent company **AquaLoch, LLC**, having principal executive offices in San Antonio, Texas ("**First Party**"), and

Second Party: _____, having an address at _____ ("**Second Party**" or "**Recipient / Investor**").

WHEREAS, in this Agreement, each party may act as a "**Disclosing Party**" by providing Confidential Information to the other party, and as a "**Recipient**" by receiving Confidential Information from the other party.

In consideration of the parties' discussions concerning potential investment, syndication, commercial evaluation, or strategic business relationship regarding the proprietary soil enhancement technologies, retail distribution models, formulas, and broad-acre agricultural systems of the Disclosing Party, the parties hereby agree as follows:

I. Confidential Information

The term "**Confidential Information**" refers to any and all confidential, proprietary, or non-public information exchanged between the Parties on or after the Effective Date, whether directly or indirectly. This includes, but is not limited to, trade secrets, information concerning or related to the business, including financial and accounting information, budgets, projections, forecasts, business plans, operating methods, business strategies, retail margin models, product and service information, product plans, product specifications, chemical and biological formulas, bio-retention matrices, suspension formulas, product designs, processes, plans, drawings, concepts, research and development data and materials, systems, techniques, trade secrets, intellectual property, software programs and works of authorship, know-how, marketing and distribution plans, planning data, marketing strategies, price lists, market studies, customer lists, employee lists, and supplier lists regardless of whether the Confidential Information is disclosed in writing, orally, or through other forms of communication or observation.

All Confidential Information shall be protected and safeguarded if it is (a) marked as the Disclosing Party's Confidential Information (or with an equivalent legend) at the time of disclosure if disclosed in tangible form, or (b) identified as Confidential Information at the time of disclosure. Notwithstanding the failure of the Disclosing Party to mark information as confidential or proprietary as described above, information that, by its very nature, or under the particular circumstances of disclosure, should reasonably be understood to be confidential or proprietary is also deemed Proprietary Information.

II. Purpose of Disclosure

The Disclosing Party and the Recipient desire to share the Confidential Information in connection with evaluating a potential investment, equity participation, pre-seed syndicate partnership, commercial retail distribution partnership, or strategic relationship involving Patriot Soil Solutions USA, LLC and AquaLoch, LLC's proprietary and patent-pending inventions. This includes full disclosure of information related to the inventions, formulas, retail packaging

strategies, H-E-B distribution models, and agricultural machinery so that the Parties may evaluate mutual commercialization and investment opportunities.

III. Term

The term of this Agreement will begin on the Effective Date and shall remain in effect until three (3) years from the Effective Date ("**Termination Date**"), unless terminated earlier as outlined in the Termination section below. Either party may alter the Termination Date by mutual written consent. During the term of this Agreement and for three (3) years after the Termination Date, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure.

IV. Termination

Either party may end this Agreement prior to the Termination Date, with or without cause, upon thirty (30) days' written notice to the other party ("**Early Termination**"). Upon Early Termination, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure for an additional three (3) years.

V. Protection of Confidential Information

The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of the Disclosing Party, which provides the Disclosing Party with a significant competitive advantage and needs to be protected from improper disclosure. In exchange for receiving the Confidential Information, the Recipient agrees as follows:

- **(a) No Disclosure.** The Recipient will hold the Confidential Information in strict confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Disclosing Party.
- **(b) No Copying/Modifying.** The Recipient will not copy, reverse engineer, decompile, or modify any Confidential Information without the prior written consent of the Disclosing Party.
- **(c) Unauthorized Use.** The Recipient shall promptly advise the Disclosing Party if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
- **(d) Application to Employees & Advisors.** The Recipient shall not disclose any Confidential Information to any employees, partners, or legal/financial advisors of the Recipient, except those who are required to have the Confidential Information to perform their duties in connection with the limited purposes of this Agreement, and who are bound by non-disclosure obligations at least as restrictive as those contained herein.

VI. Strict Prohibition on Use with Artificial Intelligence (AI) and Machine Learning

Notwithstanding anything to the contrary in this Agreement, the Recipient shall not, and shall ensure that its employees, agents, representatives, and affiliates do not, directly or indirectly:

- **(a)** Input, upload, submit, or otherwise make available any Confidential Information, including without limitation any information concerning the Disclosing Party's patent-pending inventions, chemical/biological formulas, retail strategies, pricing models, or technical data, to any artificial intelligence (AI), machine learning (ML), large language model (LLM) tool, or other similar neural network, algorithm, or system, whether publicly available or proprietary; or
- **(b)** Use any Confidential Information to train, fine-tune, develop, test, or improve any AI, LLM, ML model, or similar neural network, algorithm, or system, whether publicly available or proprietary; or

- **(c)** Any use of an AI tool in connection with Confidential Information requires the prior written consent of the Disclosing Party and, even with such consent, may occur only with systems that provide adequate enterprise safeguards, including: complete data isolation, zero data retention or training on user inputs, encryption, and compliance with applicable data protection laws.

This prohibition applies regardless of whether the system or model is owned by the Recipient or a third party, and regardless of whether the Confidential Information is summarized, paraphrased, excerpted, or anonymized.

VII. Exceptions to Confidential Information

Confidential Information does not include information that: (i) is or becomes publicly known through no breach of this Agreement by the Recipient; (ii) was already in the rightful possession of the Recipient prior to disclosure; (iii) is received from a third party without breach of any confidentiality obligation; (iv) is independently developed by the Recipient without reference to or reliance upon the Disclosing Party's Confidential Information; or (v) is required to be disclosed by applicable law or court order, provided the Recipient gives prompt written notice to allow the Disclosing Party to seek a protective order.

VIII. Unauthorized Disclosure - Injunctive Relief

The Recipient acknowledges and agrees that monetary damages would be inadequate to remedy any breach or threatened breach of this Agreement. Upon any such breach or threat, the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief, specific performance, and other equitable remedies without the necessity of posting bond, in addition to any monetary damages available at law.

IX. Remedies

The Receiving Party acknowledges that unauthorized release of proprietary formulas, patents, or trade secrets may cause irreparable harm. The Disclosing Party shall be entitled to seek appropriate equitable relief in addition to all remedies available at law.

X. Alternative Dispute Resolution (ADR)

The parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement through friendly negotiations. If unresolved, the dispute shall be submitted to mediation in accordance with statutory rules of mediation in Texas. If mediation is unsuccessful, any outstanding issues will be submitted to final and binding arbitration administered by the American Arbitration Association (AAA) in San Antonio, Texas.

XI. Whistleblower Protection

In compliance with the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law.

XII. Non-Circumvention

During the term of this Agreement and for three (3) years thereafter, the Recipient will not attempt to do business with, or otherwise solicit any business contacts, retail buyers (including H-E-B personnel), distributors, nurseries, formulators, or suppliers introduced or referred by the Disclosing Party for the purpose of circumventing the Disclosing Party or depriving it of profit, fees, or contractual relationships.

XIII. Return or Destruction of Confidential Information

Upon termination of this Agreement or upon written request from the Disclosing Party, the Recipient must promptly return or permanently destroy all Confidential Information and property belonging to the Disclosing Party, including all copies, summaries, and digital files.

XIV. Relationship of Parties

This Agreement does not obligate either party to proceed with any investment, transaction, or business arrangement. This Agreement does not create any agency, partnership, joint venture, or fiduciary relationship between the parties.

XV. No Warranty

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the information disclosed.

XVI. Limited License to Use

The Recipient acquires no intellectual property rights, licenses, or patent rights under this Agreement, except the limited right to review the information solely for the Purpose described herein.

XVII. Indemnification

The Recipient agrees to indemnify and hold the Disclosing Party, its officers, directors, members, and affiliates harmless from all claims, losses, damages, liabilities, costs, and reasonable attorney fees resulting from any breach of this Agreement by the Recipient or its representatives.

XVIII. Attorney's Fees

If any legal action or arbitration is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees from the non-prevailing party.

XIX. Entire Agreement & Governing Law

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements. This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to its conflict of law principles. Any legal proceeding shall be conducted exclusively in Bexar County, Texas.

FIRST PARTY (Disclosing Party):

Patriot Soil Solutions USA, LLC & AquaLoch, LLC

Rocky Garcia

AUTHORIZED SIGNATURE: ROCKY GARCIA, CEO
(PATRIOT SOIL SOLUTIONS USA)

Michael Forostoski

AUTHORIZED SIGNATURE: MICHAEL FOROSTOSKI,
CEO (AQUALOCH, LLC)

Date Executed: September 29, 2026 / October 7, 2026

SECOND PARTY (Recipient / Investor):

Accredited Investor / Authorized Signatory

AUTHORIZED SIGNATURE

PRINTED FULL NAME

TITLE / INVESTMENT ENTITY (IF APPLICABLE)

DATE & EMAIL ADDRESS