

DATA PRIVACY TERMS AND CONDITIONS

By logging into and using this shared system (the "System"), you acknowledge and agree to the following terms and conditions regarding your personal data obligations:

1. Purpose of Data Collection

- Your personal data is collected and processed to enable the functionality of the System, including but not limited to user authentication, access control, and system usage monitoring.

2. Data Categories

- The data collected may include, but is not limited to: name, email address, user credentials, IP address, and usage activity within the System.

3. Data Protection and Definitions

- **Personal Data:** The personal data being processed by either you (the user) or us (the system provider) pursuant to these terms. Personal data shall have the meaning as defined under applicable data protection laws.
- **Controller, Process, and Processing:** These terms have the meanings assigned to them under applicable data protection laws.
- **Data Protection Law:** Refers to any applicable law relating to data protection and the processing of personal data under these terms, including but not limited to:
 - a) The Data Protection Act 2018;
 - b) The UK GDPR;
 - c) The Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended or replaced by the proposed regulation on privacy and electronic communications; and
 - d) Any UK legislation that replaces or incorporates into UK domestic law the General Data Protection Regulation (EU) 2016/679 or related privacy laws as a result of the United Kingdom leaving the European Union.
- **UK GDPR:** Refers to the General Data Protection Regulation (EU) 2016/679 as transposed into UK law.

4. Data Sharing and Transfer

- **Controller to Controller Transfer:** You and we agree that any transfer of personal data between you and us is on a Controller-to-Controller basis. Both parties shall comply with their respective obligations under all applicable Data Protection Laws and shall provide each other with any information reasonably requested and necessary to meet these requirements.
- **Cross-Border Data Transfers:** You explicitly agree that your personal data may be transferred outside your country of residence, including to the United States of America (USA). Appropriate safeguards are in place to protect your data in compliance with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and the UK GDPR.

5. Data Processing Obligations

- You agree that where you disclose personal data to us in relation to these terms, such disclosure must be fair, transparent, and lawful, and not contravene Data Protection Law.
- We will process that personal data as a Controller.
- We may share such personal data with regulatory bodies and in accordance with our legal requirements, as detailed in our privacy notice.

7. Security Measures

- Reasonable technical and organizational measures have been implemented to ensure the security and confidentiality of your personal data and confidential information.

8. Consent and Acknowledgment

- By logging into and using the System, you confirm that you have read, understood, and agreed to this Data Privacy Terms and Conditions document. You also provide explicit consent for the cross-border transfer and storage of your personal data as described in Section 4.

9. Updates to this Document

- This document may be updated periodically to reflect changes in legal or operational requirements. You will be notified of significant changes, and your continued use of the System constitutes acceptance of any updates.

Acknowledgment

By logging into this shared system, I confirm that I have read, understood, and agreed to the above Data Privacy Terms and Conditions, including the transfer and storage of my personal data outside of my country of residence and in the USA.

MUTUAL CONFIDENTIALITY AGREEMENT

By logging into and using this shared system (the "System"), you acknowledge and agree to the following terms and conditions regarding confidentiality obligations:

This Mutual Confidentiality Agreement ("Agreement") is entered into and effective as of the date of the first login into the System, ("Effective Date"), by and between USA Launching Pad, a doing-business-as of Artec Management Inc., and Launching Pad Ventures LLC, California corporations whose address is 791 14th Street, San Francisco, CA 94114 ("Company") and a user of the USA Launching Pad website, having its principal place of business located at the address they entered in the System ("Partner").

The party disclosing information hereunder shall be referred to as the "Discloser" and the party receiving information shall be referred to as the "Recipient." Subject to the terms of this Agreement, the parties wish to disclose to each other Confidential Information (as defined below) related to the following: Evaluation of the US Market and Business Development ("Business Purpose").

1. Definition of Confidential Information. "Confidential Information" means all proprietary or confidential information of either party, including but not limited to, this Agreement and any negotiations, discussions or agreements entered into pursuant to this Agreement, discoveries, inventions, ideas, research, experimental work, concepts, know-how, techniques, processes, designs, specifications, drawings, sketches, blueprints, tracings, diagrams, models, samples, flow charts, data, algorithms, computer programs, software source documents, financial information, business plans, sales plans, marketing plans, products, services, product or service development plans, business forecasts, procurement requirements, customer information, pricing and any other

proprietary or confidential technical, financial or commercial information, whether in written, oral or other tangible or intangible forms.

Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, generally known to the public through no fault of Recipient; (ii) was known to Recipient prior to disclosure by Discloser, as proven by written records of Recipient; (iii) is disclosed to Recipient by a third party who did not directly or indirectly obtain such information from Discloser subject to any confidentiality obligation; or (iv) is at any time independently developed by Recipient, as proven by written records of Recipient.

2. Non-Use and Nondisclosure Obligations. Recipient shall not, in any way, use or disclose any Confidential Information of Discloser except as necessary in connection with the Business Purpose or with Discloser's prior written consent. Recipient shall not reverse engineer, disassemble or decompile any software or tangible objects embodying any Confidential Information of Discloser. Recipient shall not disclose or otherwise make available any Confidential Information of Discloser to anyone except those of its employees, attorneys, agents and consultants who need to know the Confidential Information in connection with the Business Purpose and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Each party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information. Neither party shall disclose any information to the other party in violation of any confidentiality obligations to, or proprietary rights of, any third party. Recipient's obligations under this Section with respect to any Confidential Information shall remain in effect for five (5) years from the date it first received such Confidential Information hereunder.

3. Compelled Disclosure. If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance at Discloser's cost, if the Discloser wishes to contest the disclosure. Any such disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent reasonably practicable.

4. Ownership of Confidential Information and Other Materials. Discloser shall be the sole and exclusive owner of all of its Confidential Information and any Derivatives (as defined below) thereof, whether created by Discloser, Recipient or any third party, and no license or other rights to the Confidential Information or Derivatives are granted or implied hereby. "Derivatives" means:

- (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted;
- (ii) for patentable or patented material, any improvement thereon or modification thereof;
- or (iii) for trade secret material, any new material derived from such trade secret material,

including new material that may be protected by copyright, patent and/or trade secret. All tangible materials furnished to one party by the other shall remain the property of the party furnishing such materials and shall be returned to that party promptly upon its reasonable request, together with any copies thereof.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this Section. Either party may terminate this Agreement upon five (5) days’ written notice of such termination to the other party. Notwithstanding the foregoing, all rights of a Recipient to use or disclose Confidential Information of Discloser shall automatically terminate upon any merger, stock acquisition, or corporate reorganization of Recipient, or sale of all or substantially all of Recipient’s assets, where the surviving or controlling entity after the transaction is a direct competitor of the Discloser. Upon any termination of this Agreement, Recipient shall return to Discloser or destroy (at the option of Discloser) all tangible materials embodying Confidential Information of Discloser that were furnished to Recipient pursuant to this Agreement. Recipient’s obligations under Section 2 shall survive any termination for the period described in that Section.

7. General Provisions.

7.1 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

7.2 Severability. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

7.3 Assignment. Neither party shall assign or transfer, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other party.

7.4 Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions.

7.5 Venue. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any

dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums.

7.6 Injunctive Relief. The parties acknowledge that a breach of any of the provisions contained in this Agreement will result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

7.7 Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

7.8 Entire Agreement and Construction. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either party's products or services.

This Agreement may be executed in counterparts which, taken together, shall form one legal instrument.

Acknowledgment

By logging into this shared system, I confirm that I have read, understood, and agreed to the above Confidentiality Terms and Conditions.

Acknowledged and Agreed:

**Arteco Management Inc. and Launching Pad Ventures LLC
(doing business as USA Launching Pad)**

By:

<signature>

Print Name: Gert Christen

Title: CEO