

JEEVES INC.

MUTUAL CONFIDENTIALITY AGREEMENT

(PRODUCT EVALUATION)

Version 1.0 – October 30, 2026

THIS AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2026 (the “Effective Date”) between Jeeves, Inc., a Delaware corporation (“Jeeves”), and [COUNTERPARTY], a [_____] (“Counterparty,” and together with Jeeves, the “Parties”), with respect to the confidentiality of certain non-public, confidential or proprietary information (“Confidential Information”) to be shared between the Parties so that Counterparty can evaluate Jeeves Apex and Jeeves’s related AI products and services (the “Products”), and so that Jeeves can evaluate Counterparty as a potential customer, including a potential subscription to the Products and related services (a “Potential Transaction”). In consideration of the Parties furnishing Confidential Information to each other, the Parties agree as follows:

Evaluation Details

Products evaluated	[Jeeves Apex: modules and Workflows to be evaluated, for example bank reconciliation and close management.]
Evaluation Period	[Thirty (30)] days from the Effective Date.
Evaluation Access	[Demonstrations / guided sandbox with demonstration data / documentation.]
Sample Data	[None. / Yes: describe, for example up to ____ masked bank-statement lines and ledger exports with names, contact details and account numbers removed.]
Jeeves contact	[Name, title, email]. Legal notices: legal@tryjeeves.com. Privacy: privacy@tryjeeves.com.
Counterparty contact	[Name, title, email]. Legal and privacy contacts: [____].

1. Confidential Information

1.1 Definition. “Confidential Information” means any and all non-public information disclosed by or for a Party (the “Disclosing Party”) to the other (the “Receiving Party”), whether in writing, orally, electronically, by demonstration, by access to systems or by permitting inspection, including inventions, know-how, data, software, source and object code, models, prompts, designs, patents and patent applications, copyrights, trademarks, database rights and all similar rights of whatever nature (whether or not registered), trade secrets, and manufacturing, marketing, financial, regulatory, personnel and other business information, data and plans, together with any information of third parties that the Disclosing Party is required to keep confidential. Confidential Information includes: (a) for Jeeves, the Products and their features, interfaces, architecture, workflows, rules, prompts, connectors, models, roadmap, pricing, security documentation, demonstrations and documentation, and any performance results, benchmarks or evaluation findings about the

Products; (b) for Counterparty, its financial, accounting, banking, vendor and customer information, the Sample Data and data of its customers; and (c) for both Parties, the fact and substance of their discussions about a Potential Transaction and the terms of any proposal.

1.2 Exclusions. Confidential Information does not include information that (a) is already in the Receiving Party's lawful possession as of the Effective Date; (b) becomes generally available to the public through no breach of this Agreement by the Parties, including their officers, employees, agents or other representatives; (c) becomes available to the Receiving Party on a non-confidential lawful basis from a source other than the Disclosing Party, provided that the source is not known to the Receiving Party to be bound to confidentiality; or (d) is independently developed by a Party without the use of Confidential Information.

2. Use and Disclosure

2.1 Use. The Receiving Party will keep the Disclosing Party's Confidential Information confidential and will not, without the Disclosing Party's prior written consent, use or disclose it for any purpose other than to evaluate a Potential Transaction, which for Counterparty means evaluating the Products and for Jeeves means providing the Evaluation Access and evaluating Counterparty as a potential customer (the "Purpose").

2.2 Permitted Recipients. The Receiving Party may disclose Confidential Information to its officers, directors, employees and professional advisors and, in Jeeves's case, to its Affiliates, contractors and service providers (including hosting and AI model providers), in each case who have a reasonable need to know it for the Purpose and are bound by written obligations no less protective than this Agreement (each, a "Permitted Recipient"). A Permitted Recipient that is an AI model provider must not use Confidential Information to train or improve any model for the benefit of any third party. The Receiving Party will advise each Permitted Recipient of the confidential nature of the information, and is responsible for any breach of this Agreement by its Permitted Recipients, except one that has signed a joinder for the Disclosing Party's benefit agreeing to be bound by the confidentiality and use provisions of this Agreement.

2.3 Compelled disclosure. The Receiving Party may disclose Confidential Information where required by law, court order or a regulator with authority over it, provided that, to the extent practicable and legally permissible, it gives the Disclosing Party reasonable prior notice so that the Disclosing Party can take reasonable steps to protect and limit the scope of the disclosure.

2.4 Independent development. Nothing in this Agreement restricts either Party from independently developing, using or acquiring products, services or information that are similar to or competitive with the other's, so long as it does not use the other's Confidential Information in breach of this Agreement.

3. Return, Destruction and Deletion

3.1 Return or destruction. If requested by the Disclosing Party, the Receiving Party will return or destroy the Disclosing Party's written Confidential Information and any other written material containing or reflecting it (whether prepared by the Receiving Party, its advisors or otherwise), and will certify the destruction in writing on request. The Receiving Party is not required to erase Confidential Information stored in archived computer backups under its ordinary security or disaster-recovery procedures (which it will not access after destruction is required) and may retain copies on a confidential basis to the extent legal, regulatory or bona fide document-retention requirements require. All other duties under this Agreement, including as to oral Confidential Information, continue.

3.2 Sample Data and derived data. Deletion of Sample Data, embeddings, indexes and logs derived from it is governed by Section 6.5, and Section 6.4 describes the data that deletion does not reach.

4. Use of Artificial Intelligence Tools

4.1 Neither Party will input or upload the other Party's Confidential Information into any public or consumer-grade generative artificial intelligence, large language model or similar tool that may use the input to train models for the benefit of third parties, without the Disclosing Party's prior written consent. This Section does not restrict Jeeves's use of artificial intelligence tools and models, on enterprise terms that prohibit training on inputs for the benefit of third parties, to provide the Evaluation Access and to evaluate Sample Data as this Agreement contemplates.

5. Evaluation Access

5.1 Scope. During the Evaluation Period, Jeeves may give Counterparty demonstrations of the Products, a guided sandbox or trial environment, and documentation (together, the "Evaluation Access"), as described in the Evaluation Details. The Evaluation Access is limited to evaluation. It is not a service, build, pilot or production use. Any pilot, build or production processing of Counterparty's data requires a signed Order Form under Jeeves's Master Terms and Conditions. Counterparty will not connect the Products to its production systems, enable any agent to contact its customers, or use the Evaluation Access to process production data.

5.2 Limited license. Jeeves grants Counterparty a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Evaluation Access during the Evaluation Period, solely for its internal evaluation of the Products. The Evaluation Period is stated in the Evaluation Details and may be extended by written agreement (email suffices).

5.3 Restrictions. Counterparty will not, and will not permit any third party to: (a) reverse engineer, decompile or attempt to derive source code, models, prompts, rules, system instructions, connectors or other non-public elements of the Products, or extract them by prompting, scraping or other means; (b) copy, modify or create derivative works of the Products; (c) use the Products or the Evaluation Access to build, train or improve a competing product or model; (d) publish or disclose benchmarks, performance results or comparisons of the Products; (e) share credentials or allow anyone other than its evaluating personnel to access the Evaluation Access; (f) circumvent security, rate limits or access controls; or (g) provide Prohibited Data.

6. Sample Data and Data Protection

6.1 Sample Data only. Counterparty may disclose to Jeeves only the limited Sample Data described in the Evaluation Details, which should be masked, de-identified or synthetic where practicable, and will not disclose Prohibited Data. "Prohibited Data" means full payment card numbers and security codes (masked or truncated card numbers, such as the first six and last four digits, are permitted), government identification numbers, special categories of personal data (including health, biometric and genetic data and data revealing racial or ethnic origin, religious or political beliefs or sexual orientation), authentication credentials other than through the secure channel Jeeves designates, and personal data that Jeeves does not need for the Evaluation Access.

6.2 Data processing addendum. If Sample Data includes personal data, the Jeeves Apex Data Processing Addendum (the "DPA"), [attached as Exhibit A / available at _____], applies automatically from the first disclosure and is incorporated into this Agreement. Jeeves acts as Counterparty's processor, and the DPA continues into any later Order Form without re-signature.

6.3 Security. Jeeves will protect Sample Data using commercially reasonable administrative, technical and physical safeguards, including those described in the DPA.

6.4 De-identified data; no third-party training. Jeeves may create De-Identified Data, Aggregated Data, Usage Data and Learnings from Sample Data and from Counterparty's use of the Evaluation Access, and owns them. It may use them for any business purpose, including to develop, train, test and improve its artificial intelligence models, agents and products, without further consent, notice or compensation. "De-Identified Data" means data derived from Sample Data from which direct identifiers of Counterparty and of any individual have been removed or obscured so that it cannot reasonably be used, alone or with other information reasonably available to Jeeves, to re-identify Counterparty or any individual, and the DPA sets the standard Jeeves applies. "Aggregated Data" means De-Identified Data combined with data from other sources, and "Usage Data" and "Learnings" have the meanings in the Master Terms and Conditions. Jeeves will not use Sample Data in identifiable form to train any foundation model for the benefit of any third party, and will not disclose Counterparty's identifiable Confidential Information to any other prospective customer. This Section survives termination.

6.5 Deletion. Jeeves will delete Sample Data in identifiable form from its active systems (including embeddings, indexes and logs derived from it) within thirty (30) days after Counterparty's written request and, unless the Parties sign an Order Form, within sixty (60) days after the Evaluation Period ends, and from backups in the ordinary backup cycle. Deletion does not reach De-Identified Data, Aggregated Data, Usage Data or Learnings, or results already delivered to Counterparty.

7. Ownership; Feedback; No License

7.1 No license. Except for the limited rights in this Agreement, no license or other right in any Confidential Information is granted, by implication or otherwise.

7.2 Jeeves property. As between the Parties, Jeeves owns the Products and the Evaluation Access, all Intellectual Property Rights in them, and everything Jeeves builds, configures or improves in connection with the evaluation, including workflows, rules, prompts and connectors configured for Counterparty's Sample Data. "Intellectual Property Rights" means all patents, copyrights, trade secrets, trademarks, database rights, rights in software, models and data and all similar rights worldwide. Counterparty assigns to Jeeves any right it acquires in any of them.

7.3 Counterparty property. As between the Parties, Counterparty owns its Confidential Information, the Sample Data and the results Jeeves generates from the Sample Data, except to the extent they contain or embody Jeeves's Confidential Information or Products, which Jeeves licenses to Counterparty solely as part of those results for its internal business purposes.

7.4 Feedback. Counterparty grants Jeeves a perpetual, irrevocable, worldwide, royalty-free license to use any feedback, suggestions or ideas about the Products, without obligation or attribution.

8. Disclaimers; Limits of Liability

8.1 As is. THE EVALUATION ACCESS, THE PRODUCTS AND ALL RELATED OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. AI outputs may be inaccurate, and Counterparty will not rely on them for any financial, accounting, tax, legal or regulatory purpose. Jeeves is not an accounting firm, auditor, tax adviser or law firm.

8.2 Exclusion of damages. Neither Party will be liable to the other for indirect, incidental, consequential, special or punitive damages, or for lost profits, revenue or data, arising out of this Agreement, even if advised of their possibility.

8.3 Cap for Evaluation Access and Sample Data. Jeeves's total aggregate liability arising out of the Evaluation Access and the Sample Data, including under the DPA, will not exceed US\$[250,000].

8.4 Exceptions. Sections 8.2 and 8.3 do not limit liability for a Party's fraud or willful misconduct, for misappropriation of the other Party's trade secrets, or for Counterparty's breach of Section 5.3, and Section 8.3 does not apply to a breach of this Agreement involving Confidential Information other than Sample Data.

9. Publicity

9.1 Neither Party will use the other's name, logo or trademarks, or disclose the existence or substance of the Parties' discussions or this Agreement, without the other's prior written consent, except to its Permitted Recipients who need to know or as required by law.

10. No Obligation; Definitive Agreement; Transition

10.1 No obligation. No contract, agreement or understanding relating to a Potential Transaction will exist between the Parties unless and until a definitive written agreement has been executed and delivered. Until then, neither Party has any legal obligation of any kind with respect to a Potential Transaction by virtue of this Agreement or any other written or oral expression, except for the matters specifically agreed in this Agreement. Neither Party is obliged to disclose any particular information, and either may end the evaluation at any time.

10.2 Transition to Services. If the Parties sign an Order Form that references Jeeves's Master Terms and Conditions, the Terms and the DPA govern the Services and Customer Data from the Order Form's effective date. This Agreement continues to govern Confidential Information disclosed, and the Evaluation Access provided, before that date unless a later agreement expressly supersedes this Agreement by name. This Agreement remains in effect, without re-signature, if Jeeves's evaluation process moves between demonstrations, a sandbox and scoping with Jeeves personnel or platform.

10.3 No offer. Nothing in this Agreement or the Evaluation Access is an offer to provide services, and any services will be provided only under a signed Order Form.

11. Term and Survival

11.1 This Agreement begins on the Effective Date and expires on the earlier of (a) three (3) years after the Effective Date and (b) the effective date of a definitive written agreement that expressly supersedes it by name; provided that (i) the Receiving Party's confidentiality and non-use obligations survive for five (5) years after expiration or termination and for so long afterward as any retained Confidential Information is retained, and (ii) as to a Disclosing Party's trade secrets, they survive for so long as the information qualifies as a trade secret under applicable law. Sections 5.3, 6.4, 7, 8 and 10.2 also survive. Expiration or termination does not relieve a Party of liability for an earlier breach. Either Party may end the Evaluation Access at any time on notice.

12. Defend Trade Secrets Act Notice

12.1 Pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), neither Party nor its representatives will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) 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; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal. An individual who files a lawsuit for retaliation against an employer for reporting a suspected violation of law may disclose the relevant trade secret to their attorney and use it in the court proceeding, provided the individual files any document containing the trade secret under seal and does not disclose it except by court order.

13. Remedies

13.1 The Parties acknowledge that damages would not be an adequate remedy for a breach or threatened breach of this Agreement and that a harmed Party is entitled to seek specific performance and injunctive relief, without posting a bond where the law permits. In all cases the prevailing Party is entitled to reimbursement of the attorneys' fees and costs it incurs in enforcing this Agreement.

14. Binding Effect; Investment Funds

14.1 This Agreement binds the Parties and their respective agents, subsidiaries, controlled affiliates, representatives, employees, successors and assigns, and any individual or entity to whom the Receiving Party discloses Confidential Information, whether in compliance with or in contravention of this Agreement. The Parties acknowledge that certain representatives of the Parties serve as directors, officers or employees of, or are affiliated with, investment funds engaged in private equity or venture capital investing, which may invest in entities that offer technologies, products or services similar to those of the Parties. Except as this Agreement restricts the disclosure of Confidential Information, it does not prevent those persons from engaging in any business, entering into any agreement or business relationship with a third party, or evaluating or making investments in any third party. Those representatives may continue to serve as directors of portfolio companies of such funds, and a portfolio company will not be deemed to have received Confidential Information solely because a representative serves on its board, provided the representative has not given it any Confidential Information.

15. General Provisions

15.1 Governing law; venue. This Agreement is governed by the laws of the State of New York, without regard to conflict-of-laws principles. All actions arising out of this Agreement will be brought in the state or federal courts located in New York, New York, except that either Party may seek injunctive relief in any court of competent jurisdiction to protect its Confidential Information.

15.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that either Party may assign it without consent in connection with a merger, acquisition or sale of substantially all of its assets or the relevant business.

15.3 Notices. Notices must be in writing and sent to the contacts in the Evaluation Details, or another address a Party designates in writing. Email suffices for notices under Sections 5.2, 6.5 and 10.

15.4 Entire agreement; amendment. This Agreement, with the DPA where it applies, is the Parties' entire agreement on its subject matter and supersedes all prior agreements and understandings between them on it. No term may be varied, modified, released, discharged, terminated or otherwise affected except by a written document signed by the Parties.

15.5 Severability; waiver. If a term is held illegal, invalid or in conflict with law, the remaining terms are unaffected. No waiver is effective unless in writing and signed by the waiving Party.

15.6 No third-party beneficiaries. This Agreement confers no rights on any person other than the Parties and their Affiliates.

15.7 Counterparts. This Agreement may be signed in counterparts and delivered by PDF or email, each of which is an original and all of which together are one agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first set forth above.

JEEVES, INC.	[COUNTERPARTY]
Signature	Signature
Name: Brandon S. McGathy	Name: _____
Title: General Counsel & Secretary	Title: _____
Date: _____	Date: _____