

MUTUAL NON-DISCLOSURE AGREEMENT

Cold Bore Ballistics LLC

This **Mutual Non-Disclosure Agreement** ("Agreement") is entered into as of **[06/06/2026]** ("Effective Date") by and between:

Cold Bore Ballistics LLC, a Wisconsin limited liability company with its principal place of business in the Village of Mukwonago, Waukesha County, Wisconsin ("CBB"); and

[Craig Timchak], an individual, with its principal place of business at 15020 Jeraldo Ct, Victorville, CA 92394 ("Recipient").

CBB and Recipient are each referred to herein individually as a "Party" and collectively as the "Parties."

1. Purpose

The Parties wish to explore a potential [business relationship / partnership / investment / acquisition / contractor engagement — select one] (the "Purpose") and, in connection with that Purpose, each Party may disclose to the other certain confidential and proprietary information. This Agreement establishes the terms under which such information will be shared and protected.

2. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either directly or indirectly, in writing, orally, electronically, visually, or in any other form, that:

- (a) is marked or designated as "confidential," "proprietary," or with a similar legend at the time of disclosure; or
- (b) is disclosed orally or visually and identified as confidential at the time of disclosure and confirmed in writing within fifteen (15) days; or
- (c) a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Without limiting the foregoing, Confidential Information of CBB specifically includes, but is not limited to:

- The ScopeDOPE ballistic engine, DOPE-blend methodology, and calculation algorithms
- Technical specifications, source code, and software architecture
- The SPEC.md document and all associated technical specification files
- The ScopeDOPE Marketing Guide and competitive analysis materials
- Financial projections, revenue models, pricing strategies, and business plans
- Customer data, partnership discussions, and vendor relationships

- Patent applications (filed or contemplated) and trade secret methodologies
- Any information identified as Confidential, Highly Confidential, or trade secret in CBB's internal classification system

3. Obligations of the Receiving Party

Each Receiving Party agrees to:

- (a) **Hold in confidence.** Keep all Confidential Information of the Disclosing Party strictly confidential using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.
- (b) **Limit use.** Use Confidential Information solely to evaluate and carry out the Purpose. The Receiving Party shall not use Confidential Information for any other purpose, including developing competitive products or services, without the prior written consent of the Disclosing Party.
- (c) **Limit disclosure.** Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. Disclosure within the Receiving Party's organization is limited to employees, contractors, and agents with a need to know for the Purpose who are bound by written obligations of confidentiality no less protective than this Agreement.
- (d) **No reverse engineering.** Not reverse engineer, disassemble, decompile, or attempt to derive algorithms, methodologies, or source code from any software, app, or technical material disclosed as Confidential Information.
- (e) **Notify of breach.** Promptly notify the Disclosing Party in writing upon discovery of any unauthorized use or disclosure of Confidential Information.

4. Exceptions

The obligations in Section 3 do not apply to information that the Receiving Party can demonstrate:

- (a) Was in the public domain at the time of disclosure or subsequently became publicly known through no breach of this Agreement by the Receiving Party;
- (b) Was already rightfully known by the Receiving Party without restriction before disclosure by the Disclosing Party, as evidenced by contemporaneous written records;
- (c) Was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by contemporaneous written records; or
- (d) Was received from a third party lawfully in possession of it and having the right to disclose it without restriction.

A disclosure required by law, regulation, or valid court order is not a violation of this Agreement, provided that the Receiving Party: (i) gives the Disclosing Party prompt written notice before disclosure (to the extent permitted by law); (ii) cooperates with the Disclosing Party in seeking a protective order

or other relief; and (iii) discloses only that portion of the Confidential Information that is legally required to be disclosed.

5. Ownership

All Confidential Information remains the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any license, right, or interest in any Confidential Information, intellectual property, or patent rights of the Disclosing Party, by implication, estoppel, or otherwise.

6. Return and Destruction

Upon the Disclosing Party's written request or the termination of this Agreement, the Receiving Party shall promptly, at the Disclosing Party's election, either: (a) return all tangible materials containing Confidential Information; or (b) destroy such materials and certify such destruction in writing. The Receiving Party may retain one archival copy of Confidential Information solely to the extent required by applicable law or regulation, subject to the confidentiality obligations of this Agreement.

7. Term

This Agreement commences on the Effective Date and continues for **two (2) years**, unless terminated earlier by either Party upon thirty (30) days' written notice. The obligations of confidentiality with respect to Confidential Information disclosed during the term shall survive expiration or termination of this Agreement for a period of **three (3) years** from the date of disclosure of the relevant information — except with respect to trade secrets, for which the obligations shall survive indefinitely or until the information no longer constitutes a trade secret under applicable law, whichever comes later.

8. Injunctive Relief

The Parties acknowledge that breach of this Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in the event of a breach or threatened breach, the non-breaching Party shall be entitled to seek injunctive or other equitable relief without the requirement to post bond or other security, in addition to any other remedies available at law or in equity.

9. No Obligation to Proceed

Nothing in this Agreement obligates either Party to proceed with any transaction, enter into any agreement, or continue any discussions related to the Purpose. Either Party may discontinue discussions at any time without liability.

10. No Warranty

All Confidential Information is disclosed "as is." The Disclosing Party makes no representation or warranty as to its accuracy, completeness, or fitness for any particular purpose.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the **State of Wisconsin**, without regard to its conflict of laws provisions. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **Waukesha County, Wisconsin** (Village of Mukwonago), and the Parties consent to the personal jurisdiction of those courts.

12. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

13. Counterparts; Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures (including DocuSign and PDF signatures) shall be deemed original signatures and are fully binding.

14. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be modified to the minimum extent necessary to make it enforceable, and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COLD BORE BALLISTICS LLC

Signature:

Name: Jason M. Schwefel

Title: Founder & CEO

Date:

[COUNTERPARTY NAME]

Signature: *Craig Timchak*

Name: Craig Timchak

Title: Individual Contributor

Date: 06/06/2026