

Mutual Confidentiality Agreement

Investors, advisers, partners and commercial counterparties | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

Draft status and completion gate

DRAFT FOR LEGAL REVIEW - ENGLISH - VERSION 1.0 - 28 OCTOBER 2026. This publication is a proposed template, not an agreement already in force. Downloading, visiting a page or signing into the pilot does not accept this template. Do not sign until every bracketed field and applicable schedule has been completed, the contracting entities and authority checked, and counsel has reviewed the relevant countries and activities. No signature is applied by COTO or by this document.

COTO is a brand. The contracting operator must be entered as [full registered entity, jurisdiction, registration number, registered office and notice address]. Do not assume that COTO Rugs, Inc. has been incorporated or that its parent automatically guarantees its obligations. Use AMNAYA Corporation only after its role and authority as contracting operator are confirmed. Operational contact proposed for this pack: business@amnayacorp.com; a legal-notices address and monitored grievance channel must be designated before activation.

Incorporation, priority and current service boundary

For platform-facing agreements, the separately executed Platform Participation Agreement (01) supplies the common contractual provisions. The agreement schedule must identify its exact version and attach the agreed copy; a changing website link is insufficient. A transaction-specific signed schedule prevails on price, goods, delivery and negotiated variations; an applicable mandatory law prevails over all documents. Document 05 is a seller-buyer contract: COTO is not a party merely because it stores the record. Documents 08 and 10 are standalone on confidentiality and data processing. Notices and codes become contractual only when expressly incorporated into an executed agreement, and mandatory rights remain unaffected.

The current invited pilot stores business profiles, lots, approvals, invoice/receipt records and balances. It does not collect or hold funds, offer escrow or credit, perform sanctions/KYC automation, guarantee product or labour claims, certify signatures, or transfer legal title through a token. Public blockchain anchoring, crypto checkout, bidding and AI assistance are not active. An operator-attested receipt is not a bank confirmation. No clause activates an unavailable or unlicensed service. A future service requires an expressly agreed, versioned addendum and operational/legal readiness.

1. Parties and permitted purpose

The named discloser and recipient (each acting in either capacity) exchange non-public information solely to evaluate [specific commercial relationship, partnership, services or potential investment] described in the schedule. Signing creates no investment offer, obligation to invest, exclusivity, agency or authority to negotiate for the other party. Any securities transaction requires separate documents, disclosures, eligibility assessment and applicable-law compliance. Neither investor status nor a presentation creates a partnership or promised financial return.

2. Confidential information and exclusions

Protected information includes clearly identified non-public plans, designs, trade terms, customer/supplier lists, technology, security details, financial information and personal data disclosed for the purpose, including information reasonably understood to be confidential from its nature and circumstances. Oral disclosures should be summarized in writing within 30 days, without removing protection for obviously confidential information. Exclusions apply where the recipient can demonstrate that information was lawfully public without breach, already lawfully known, independently developed without use, or lawfully received without restriction. The recipient bears reasonable evidence of an exclusion.

3. Use, care and authorized recipients

Use information only for the stated purpose, apply at least reasonable care and limit copies/access to what is necessary. Disclose only to named or reasonably necessary personnel and professional advisers with need to know and confidentiality duties at least as protective (including professional duties). The recipient is responsible for its representatives' misuse to the extent legally permitted. No external AI-model upload/training, reverse engineering of confidential software/materials, public disclosure, design copying or competitor use unless specifically and lawfully agreed. Do not send unnecessary personal data; an NDA is not itself permission or a legal basis for personal-data processing.

4. Required disclosure and incidents

If legally compelled, provide advance notice where lawful, disclose only what is required and reasonably assist protective measures at the discloser's expense. Nothing restricts protected whistleblowing, lawful labour complaints or communication with a regulator/authority. Notify the discloser promptly of unauthorized access/use, preserve evidence and cooperate in mitigation. No party is required to conceal unlawful activity.

5. Ownership, accuracy and publicity

All ownership and licences remain with the discloser; no IP transfer is implied. Information is supplied for evaluation without a general warranty of completeness, but fraud and deliberate misrepresentation are not excused. Each makes its own assessment and any reliance warranties belong in definitive transaction documents. No party may announce a relationship, use the other's logo, imply endorsement or publish maker stories without written approval. No residual-memory licence or broad non-compete is granted.

6. Return, duration and remedies

On request or end of purpose, return/delete confidential material within 30 days, except a restricted legal/compliance archive, mandatory records and ordinary protected backups until routine overwrite; continuing protection applies to retained copies. Effective date and disclosure period are [complete]. Proposed confidentiality/use obligations last three years from each disclosure; trade secrets remain protected while they qualify under law, and personal data remains protected for the applicable lawful period. These proposed periods require agreement. A party may seek lawful protective relief where available, without automatic entitlement or an arbitrary penalty. Proven loss, fault, mitigation and applicable legal rules govern liability unless an express negotiated schedule provides otherwise.

7. Standalone law and signatures

This NDA stands independently of platform membership. Proposed law/forum: Delaware law and competent Delaware state/federal courts for a US operator relationship, subject to counsel's approval and mandatory law; otherwise complete the agreed alternative. Good-faith escalation for 30 days does not bar urgent relief. Entire confidentiality agreement, no oral modification, no transfer without consent, severability and no waiver by delay apply. Identify both entities, purpose, information categories, representatives, term, lawful forum, notices and authorized signatures before execution.

Execution schedule - intentionally unsigned

Complete the parties and all essential schedules first. Signing confirms only the completed identified version and incorporated attachments. No signature or acceptance has been applied.

PARTY A	PARTY B
Full legal name / registration [complete]	Full legal name / registration [complete]
Registered address / notices [complete]	Registered address / notices [complete]
Authorized signatory / title [complete]	Authorized signatory / title [complete]
Authority evidence / date [complete]	Authority evidence / date [complete]
Signature / execution date [complete]	Signature / execution date [complete]