

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is effective as of August 18, 2025 (the "**Effective Date**") and is made by and between Nebius Inc., a Delaware corporation having its principal place of business at 10 State Street, Newburyport, MA 01950 ("**Nebius**") and City of Independence ("**Company**").

1. Definition. "Confidential Information" means any non-public information, in whatever form or medium, whether or not marked as confidential, that is disclosed by or on behalf of the party disclosing any Confidential Information under this Agreement (the "**Discloser**") to the party receiving Confidential Information under this Agreement (the "**Recipient**"), or which the Recipient otherwise obtains or observes in connection with the business relationship between the parties. Without limiting the foregoing, information shall be considered Confidential Information if (i) marked or identified as confidential or proprietary or (ii) by its nature or circumstances of disclosure would reasonably be considered confidential. Such information can relate to the Discloser's business and technology and may include, without limitation, product designs, product plans, software, financial data, proprietary information, formulas, presentations, user interfaces, processes, data, business opportunities, marketing strategies, pricing details, customer information, discounts, projects, and know-how. Confidential Information also includes the terms and conditions of this Agreement and the fact that discussions are taking place between the parties.

2. Use of Confidential Information. A Recipient may use Confidential Information solely for the purpose of internally evaluating a potential business relationship with the Discloser.

3. Disclosure of Confidential Information. Recipient shall: (i) hold Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential information); (ii) not divulge any Confidential Information to any third party (other than to employees or contractors as set forth below); and (iii) not to copy or reverse engineer any materials disclosed under this Agreement or remove any proprietary markings from any Confidential Information. Recipient may share Confidential Information with its affiliates, employees, directors, agents, or third-party contractors who need to know the Confidential Information and have agreed with either party in writing to keep information confidential. Any employee, director, agent, or third-party contractor given access to any Confidential Information must comply with non-disclosure terms at least as stringent as those set forth in this Agreement. The parties acknowledge that certain records may be subject to disclosure under the Missouri Open Records Act, Ch. 610 RSMo et seq. To the extent that any confidential information is required to be disclosed pursuant to the Missouri Open Records Act, the parties will confer before any disclosure or production is made to the requestor.

4. Term; Confidentiality Period. This Agreement shall continue in effect until terminated by either party upon written notice to the other party. Recipient's obligations with respect to Confidential Information under this Agreement expire three (3) years from the date of receipt of the Confidential Information, except for trade secrets, which shall be protected as long as they remain trade secrets under applicable law. These obligations shall survive any termination or expiration of this Agreement.

5. Exclusions. This Agreement imposes no obligations with respect to information which: (i) was in Recipient's possession before receipt from Discloser having been obtained without restriction on confidentiality, (ii) is or becomes a matter of public knowledge through no fault of Recipient, (iii) was rightfully disclosed to Recipient by a third party without restriction on disclosure or (iv) is developed by Recipient without use of the Confidential Information and such independent development can be shown by documentary evidence. Recipient may make disclosures to the extent required by law or court order provided Recipient uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed Discloser to participate in the proceeding.

6. Return or Destruction of Confidential Information. Upon termination of this Agreement or written request by Discloser, the Recipient shall: (i) cease using the Confidential Information, (ii) return or destroy the Confidential Information and all copies, notes or extracts thereof within fifteen (15) business days of receipt of request (except for one copy that may be retained by Recipient's legal counsel for compliance purposes), and (iii) upon request of Discloser, provide written certification of compliance with these obligations. Notwithstanding the foregoing, Recipient may retain Confidential Information to the extent required by law or regulation or contained in automatic backup systems.

7. Proprietary Rights. Neither party to this Agreement acquires any intellectual property rights or any other rights under this Agreement except the right to use the Confidential Information as set forth in Section 2.

8. Disclaimer. RECIPIENT ACCEPTS THE CONFIDENTIAL INFORMATION "AS IS", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. CONFIDENTIAL INFORMATION IS PROVIDED WITH ALL FAULTS.

9. Independent Development. Nothing in this Agreement will (i) prohibit Recipient from independently developing or acquiring products, concepts, systems or techniques that are similar to or compete with those described in the Confidential Information, provided such development or acquisition is made without use of or reference to the Confidential Information, or (ii) limit Recipient's use of the general knowledge, skills and experience of its employees.

10. Injunctive Relief. Each party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages are an insufficient remedy and therefore that upon any breach of this Agreement Discloser shall be entitled to appropriate equitable relief without the posting of a bond in addition to whatever remedies it might have at law.

11. General.

No Duty to Enter Contract. Neither party has an obligation under this Agreement to purchase or offer for sale any item or proceed with any proposed transaction.

Severability. In the event that any of the provisions of this Agreement shall be held illegal or unenforceable by a court of competent jurisdiction, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Choice of Law. This Agreement, and all claims or defenses based on, arising out of, or related to this Agreement, including without limitation those arising from or related to the negotiation, execution, performance, or breach of this Agreement, whether sounding in contract, tort, law, equity, or otherwise, shall be governed by, and enforced in accordance with, the internal laws of **the State of Missouri**, without reference to its choice of law rules or any principle calling for application of the law of any other jurisdiction.

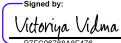
Dispute Resolution. Any controversy, claim, or dispute arising out of or related to this Agreement or its interpretation, performance, or breach ("**Dispute**"), shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If we are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute. The arbitration shall be initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "**Arbitration Rules**"). The arbitration shall be conducted in **the State of Missouri** before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator's decision shall be controlled by this Agreement. No Disputes may be arbitrated on a class or representative basis. Arbitration can decide only the individual Dispute and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against any party.

Entire Agreement. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

Modification. No Waiver. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver.

Accepted and agreed to by the parties as of the Effective Date:

NEBIUS INC.:

Signature: 
Print Name: Victoriya Vidma
Print Title: Authorized Signatory

COMPANY: City of Independence

Signature: 
Print Name: Charlie Dissell
Print Title: Assistant City Manager