MUTUAL

NON-DISCLOSURE AGREEMENT

DATED THIS THIRD DAY OF MARCH, TWO THOUSAND TWENTY-FIVE

BETWEEN

MERIDIAN CONSULTING LLP

an Illinois limited liability partnership

210 North Wells Street, Suite 1400 · Chicago, Illinois 60606

REG. LLP-04-2291 · ATTENTION: GENERAL COUNSEL

AND

BRIGHTLINE, INC.

a Delaware corporation

1120 Harrison Street, Suite 300 · San Francisco, California 94103

REG. DE 5 812 447 · ATTENTION: LEGAL DEPARTMENT

RECITALS

(A) The parties are evaluating a commercial collaboration under which Meridian's retail category demand models would be delivered to end customers through Brightline's data ingestion and reporting platform (the **Collaboration**).

(B) For that evaluation each party expects to disclose to the other information it treats as confidential, including model specifications, source code, ingestion schemas, client lists, pricing and unpublished financial results.

(C) The parties wish to record the terms on which that information is disclosed, received, used and protected, and to do so before any further disclosure is made.

NOW, THEREFORE, in consideration of the mutual covenants recorded below and of other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows.

REFERENCE	EFFECTIVE DATE	TERM	GOVERNING LAW	COUNTERPARTS
MNDA-2025-0311	March 3, 2025	3 years · clause 5	Delaware	Two · clause 12.7

1 DEFINITIONS AND INTERPRETATION

1.1 **Confidential Information** means all information disclosed by or on behalf of a party (the **Discloser**) to the other party (the **Recipient**) on or after the **Effective Date**, in any form and whether or not marked or identified as confidential, that relates to the **Discloser**'s business, technology, finances or customers, together with all analyses, notes, models and other materials prepared by the **Recipient** that contain or are derived from that information. Without limiting the foregoing, it includes each category listed in Schedule 1.

1.2 **Purpose** means the evaluation, negotiation and, if the parties so agree, the performance of the **Collaboration** described in recital (A) and particularised in Schedule 1, and no other purpose.

1.3 **Representatives** means, in relation to a party, its directors, officers and employees, and its accountants, bankers and legal advisers, in each case who need the **Confidential Information** for the **Purpose**.

1.4 **Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where control means the direct or indirect ownership of more than fifty per cent (50%) of the voting securities of that entity.

1.5 **Effective Date** means March 3, 2025. A reference to a clause or schedule is a reference to a clause of, or schedule to, this Agreement; the singular includes the plural; and headings are for convenience and do not affect construction.

2 INFORMATION OUTSIDE THIS AGREEMENT

2.1 **Confidential Information** does not include information that the **Recipient** can establish by contemporaneous written record:

(a) was lawfully in its possession, free of any obligation of confidence, before the **Discloser** disclosed it;

(b) is public, or becomes public, otherwise than through an act or omission of the **Recipient** or its **Representatives**;

(c) was lawfully received from a third party owing no duty of confidence in respect of it;

(d) was independently developed by the **Recipient** without use of or reference to the **Confidential Information**; or

(e) the **Discloser** has confirmed in writing is released from this Agreement.

2.2 A combination of features does not fall within clause 2.1 merely because the individual features do; nor does information fall within clause 2.1(b) merely because it is embraced by more general information already in the public domain.

3 OBLIGATIONS OF THE RECIPIENT

3.1 The **Recipient** shall keep the **Confidential Information** secret, use it solely for the **Purpose**, and protect it with at least the degree of care it applies to its own confidential information of like importance and in no event less than a reasonable degree of care.

3.2 The **Recipient** shall not disclose the **Confidential Information** to any person except as clause 4 permits, and shall not copy it beyond what the **Purpose** reasonably requires.

3.3 The **Recipient** shall not reverse engineer, decompile or disassemble any software, sample, data set or prototype forming part of the **Confidential Information**.

3.4 The **Recipient** shall notify the **Discloser** in writing within two (2) business days of becoming aware of any unauthorised use, disclosure or loss, and shall give reasonable assistance, at the **Discloser**'s cost, in limiting its effect.

3.5 Each party is responsible for any act or omission of its **Representatives** and **Affiliates** that would be a breach of this Agreement if done by that party.

4 PERMITTED DISCLOSURES

4.1 The **Recipient** may disclose **Confidential Information** to those of its **Representatives** who need it for the **Purpose**, provided each is bound, before disclosure, by obligations of confidentiality no less protective than those recorded here.

4.2 If the **Recipient** is required by law, by regulation or by an order of a court or regulator to disclose **Confidential Information**, it shall, so far as lawful and practicable, give the **Discloser** prompt written notice, disclose only that part it is advised it is legally required to disclose, and use reasonable efforts to obtain confidential treatment for it. A disclosure made under this clause does not bring the information within clause 2.1(b).

5 TERM AND SURVIVAL

5.1 This Agreement takes effect on the **Effective Date** and continues for three (3) years, unless terminated earlier by either party on thirty (30) days' written notice given under clause 10.

5.2 Clauses 3, 4, 6, 7 and 8 continue in force for five (5) years from the date of each disclosure, whether or not this Agreement has expired or been terminated.

5.3 In respect of information that constitutes a trade secret under applicable law, those obligations continue for as long as the information remains a trade secret.

6 RETURN AND DESTRUCTION

6.1 On the **Discloser**'s written request, or on expiry or termination, the **Recipient** shall promptly return or destroy all **Confidential Information** in its possession or control, including every copy and derivative material, and shall certify compliance in writing within ten (10) business days.

6.2 The **Recipient** may retain one archival copy where a law or a bona fide records-retention policy requires it, and need not expunge copies held in routine electronic backups. Anything so retained remains subject to clause 3 for as long as it is retained.

7 NO LICENCE AND NO WARRANTY

7.1 All **Confidential Information** remains the property of the **Discloser**. Nothing in this Agreement transfers, or grants a licence under, any patent, copyright, trade mark, trade secret or other right, save the limited right to use the **Confidential Information** for the **Purpose**.

7.2 The **Confidential Information** is provided as it stands. Neither party makes any representation or warranty as to its accuracy or completeness, and neither is liable to the other for any decision taken in reliance on it.

8 REMEDIES AND INJUNCTIVE RELIEF

8.1 Each party acknowledges that damages alone would not be an adequate remedy for breach of clause 3 or clause 4, and that the **Discloser** is entitled to seek injunctive relief, specific performance or other equitable relief without the requirement to post a bond or to prove actual damage.

8.2 The remedies in this clause 8 are in addition to, and not in substitution for, any other remedy available at law or in equity.

9 NO OBLIGATION TO PROCEED

9.1 Nothing in this Agreement obliges either party to proceed with the **Collaboration**, to disclose any particular information, or to refrain from entering into a comparable arrangement with any third party.

9.2 Neither party is restricted from developing, using or marketing products or services that compete with those of the other, provided it does so without use of the other's **Confidential Information**.

10 NOTICES

10.1 A notice under this Agreement must be in writing and sent to the address below, or to such other address as a party has notified, and takes effect on delivery or, if sent by electronic mail, on the first business day after transmission.

TO MERIDIAN CONSULTING LLP

Attention: General Counsel
210 North Wells Street, Suite 1400
Chicago, Illinois 60606
counsel@meridianconsulting.com

TO BRIGHTLINE, INC.

Attention: Legal Department
1120 Harrison Street, Suite 300
San Francisco, California 94103
legal@brightline.io

11 GOVERNING LAW AND JURISDICTION

11.1 This Agreement, and any dispute or claim arising out of or in connection with it, are governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules.

11.2 The parties submit to the exclusive jurisdiction of the state and federal courts sitting in New Castle County, Delaware, and waive any objection on the grounds of venue or forum non conveniens.

12 GENERAL

12.1 This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior discussions and understandings, including the letter of intent dated February 11, 2025.

12.2 No variation of this Agreement is effective unless made in writing and signed by an authorised representative of each party.

12.3 Neither party may assign or novate this Agreement without the other's prior written consent, except to a successor in connection with a merger or a sale of substantially all of its assets.

12.4 If any provision is held unenforceable, it is to be modified to the minimum extent necessary to make it enforceable, and the remainder of this Agreement is unaffected.

12.5 No failure or delay in exercising a right under this Agreement operates as a waiver of it, and no single exercise precludes any further exercise.

12.6 Nothing in this Agreement creates a partnership, joint venture or agency between the parties, and no person who is not a party has any right to enforce any of its terms.

12.7 This Agreement may be executed in any number of counterparts, each of which is an original and all of which together constitute one instrument. An electronic signature has the same effect as a manuscript one.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorised representatives as of the **Effective Date** first written above.

MERIDIAN CONSULTING LLP		BRIGHTLINE, INC.	
BY		BY	
NAME	Riley Thompson	NAME	Jordan Ellis
TITLE	Managing Partner	TITLE	Chief Executive Officer
DATE		DATE	

Executed in two counterparts, one retained by each party. Where a counterpart is signed electronically, the signatory confirms authority to bind the entity named above and consents to the use of an electronic record under the Uniform Electronic Transactions Act.

SCHEDULE 1

Purpose and designated categories of Confidential Information

PURPOSE	Technical and commercial evaluation of a joint retail demand-forecasting service, including a four-week proof of concept on anonymised transaction data, and negotiation of a definitive collaboration agreement.
MERIDIAN DISCLOSES	Category demand models and coefficients; the Harvest forecasting methodology; client engagement lists and fee schedules; unpublished partner revenue reporting.
BRIGHTLINE DISCLOSES	Platform architecture and ingestion schemas; the connector source code repository; roadmap through Q4 2026; unit economics and enterprise pricing bands.
NAMED RECIPIENTS	Meridian: Riley Thompson, Ava Cruz, Sam Ortiz. Brightline: Jordan Ellis, Alex Rivera, Dana Kohl. Additions require written notice under clause 10.
REVIEW DATE	September 3, 2025 — the parties will review the categories above and either extend, narrow or close the exchange.

END OF INSTRUMENT — SCHEDULE 1 FORMS PART OF THIS AGREEMENT