

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of 7th September 2022 ("Effective Date"), between., including its subsidiaries and affiliates, with offices located at , a ("Company") on behalf of itself and its affiliates and subsidiaries with offices located at

- PURPOSE.** The parties wish to explore a potential business opportunity involving the parties or their respective stockholders (the "Business Opportunity") and in connection with this opportunity, each party may disclose or have already disclosed to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.
- CONFIDENTIAL INFORMATION.** "Confidential Information" means any information, data, business plans, technical specifications, trade secrets or know how disclosed previously or during the term of this Agreement by either party to the other party, either directly or indirectly, in writing, electronic means, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plans or equipment), which is designated as "Confidential", "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Notwithstanding the above, Confidential Information includes information which by its nature and the circumstances of its disclosure the receiving party should reasonably infer to be confidential or proprietary. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party without confidentiality restrictions at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, in each case as reasonably shown by documents and other competent evidence in the receiving party's possession.
- NON-USE AND NON-DISCLOSURE.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate, engage in discussions concerning, facilitate and undertake the Business Opportunity. Each party agrees not to disclose any Confidential Information of the other party to any third parties, except to its directors, employees, and/or its affiliates, consultants, attorneys, accountants or other professional advisors (collectively, "Representatives") of the receiving party who have a need to have the information in order to evaluate, engage in discussions concerning or undertake the Business Opportunity, and only to those Representatives who have signed (or are otherwise legally bound by) a non-use and non-disclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such persons, and which would protect the Confidential Information disclosed under this Agreement. The receiving party shall be responsible for the actions and inactions of its Representatives with respect to Confidential Information disclosed pursuant to the foregoing sentence. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Confidential Information may not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including without limitation, the export control laws of the United States. Any reports or other documents, in whatever form or medium, to the extent derived from or containing Confidential Information, shall be governed by the same terms and conditions of this Agreement respecting confidentiality and use as is the Confidential Information itself.
- MAINTENANCE OF CONFIDENTIALITY.** Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party or except as reasonably necessary to facilitate evaluation or consummation of the Business Opportunity. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. A party receiving Confidential Information shall promptly notify the party disclosing such Confidential Information of any use or disclosure of such Confidential Information in violation of this Agreement of which the receiving party becomes aware.

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5. **MANDATORY DISCLOSURE.** If either party or its respective Representatives is required by applicable law, regulation or legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order, confidential treatment, or other appropriate relief, and the party required to disclose the Confidential Information shall provide the other party reasonable assistance (at the other party's expense) in connection with any such action. To the extent such a protective order or confidential treatment is not obtained, the party required to make such disclosure may disclose only that portion of that Confidential Information that such party's counsel advises is legally required to be disclosed. Any disclosure permitted by the foregoing sentence shall not be deemed a breach of this Agreement.
6. **NO OBLIGATION.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Business Opportunity.
7. **NO WARRANTY.** EACH PARTY REPRESENTS AND WARRANTS THAT IT POSSESSES ALL NECESSARY RIGHTS TO DISCLOSE THE INFORMATION IT DISCLOSES TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR THE FOREGOING WARRANTY AND/OR FRAUD, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND EACH PARTY MAKES NO OTHER WARRANTIES, OR REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, WRITTEN OR ORAL WITH RESPECT TO THE CONFIDENTIAL INFORMATION, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR PERFORMANCE, TITLE AND NONINFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE FOR TRADE.
8. **RETURN OF MATERIALS.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned or, at the option of the receiving party, destroyed, upon the disclosing party's written request provided, however, that an archival copy of Confidential Information may be retained to the extent it is contained in electronic files as part of the receiving party's regular data backup procedures, and provided further that the receiving party shall treat any such archived Confidential Information at all times in accordance with the terms of this Agreement.
9. **NO LICENSE.** Nothing in this Agreement is intended to or shall grant any rights to either party under any patent, mask work right, copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein. Notwithstanding anything contained herein to the contrary, this Agreement does not prevent the receiving party from using ideas, concepts, know-how or techniques related to the disclosing party's technology that are retained in the unaided memories of the receiving party's employees who have had access to Confidential Information, subject to any valid patents, copyrights and semiconductor mask work rights of the disclosing party.
10. **INDEPENDENT DEVELOPMENT.** The parties understand that each party may, currently or in the future, be developing or having developed for its products or services that are similar to, or compete with, the products or services now offered or which may be offered by the other party. Nothing in this Agreement will prohibit the receiving party from developing or having developed for its products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the receiving party does not violate any of its obligations under this Agreement in connection with such development. In addition, each party shall not have any obligation to limit or restrict the assignment of its employees or consultants as a result of their having had access to Confidential Information from developing or having developed for such party products, concepts, systems or techniques contemplated by or embodied in the Confidential Information.
11. **TERM.** This Agreement shall continue from the Effective Date until terminated by either party by giving thirty (30) days written notice to the other party; provided that Sections 6, 7, and 9 – 14 shall survive termination of this Agreement. Notwithstanding the foregoing, the obligations imposed on the receiving party under this Agreement shall survive until such time as the Confidential Information of the other party disclosed under this Agreement becomes publicly available and/or made generally known through no action or inaction of the receiving party.
12. **REMEDIES.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

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13. CLICK THROUGH AGREEMENTS. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by an offering memorandum or electronic database, dataroom, or similar repository of Confidential Information to which a receiving party or its Representatives are granted access in connection with this Agreement or the potential Business Opportunity, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that the receiving party's and its Representatives' confidentiality obligations with respect to Confidential Information are exclusively governed by this Agreement and may not be enlarged except by an agreement executed by the parties hereto.

14. NO PUBLIC DISCLOSURES OR ANNOUNCEMENTS. Each party agrees that from the date hereof up to and including the date of acceptance by either party of any written offer from the other party relating to the Business Opportunity, they and their Representatives, except in the case of filings deemed necessary by counsel to the receiving party, shall not, without the other party's written consent, identify the other party by name or by identifiable description to any other person in connection with the Business Opportunity.

15. MISCELLANEOUS. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party and any purported assignment or transfer shall be null and void; provided that either party may assign or transfer this Agreement in connection with a merger, acquisition, sale of substantially all its assets or other such corporate reorganization. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF STATE OF CALIFORNIA, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

A signature transmitted by facsimile transmission or electronic image such as a pdf shall be effective. All notices shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. Any notice to and any notice sent to Company shall be sent to the address specified above.

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ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY:

CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: President _____

Date: Sept 8, 2022 _____