NON-DISCLOSURE
CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE CONFIDENTIALITY AGREEMENT ("Agreement") is entered into as of
<u>September 18, 2023</u> (the "Effective Date") and governs the disclosure of information by and between
_____ , and _____ .

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information for the purpose of evaluating a business relationship and/or proposal disclosed under this Agreement by _____ ("Company") to the other party hereto (the "Recipient"), including but not limited to information regarding (a) Company's business identity, identity of a relationship or discussions with Company, employees or relationship, (b) patent and patent applications, (c) trade mark and trade mark applications, (d) trade secret, and (e) proprietary information—ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, related to Company's current, future, and proposed products and services, and including, without limitation, Company's information concerning research, projects, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business, contractual relationships, business forecasts, sales and merchandising, marketing plans and information Company provides regarding third parties. All information should reasonably be considered Confidential Information in light of the facts and circumstances surrounding disclosure, notwithstanding the exceptions noted in Section 4 below.

2. The Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by Company, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with Company. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

3. Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Company.

4. The Recipient shall immediately notify Company in the event of any loss or unauthorized disclosure of any Confidential Information.

5. The Recipient's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; (e) it was developed by employees or agents of the Recipient who had no access to any information communicated to the Recipient; or (f) the communication was in response to a valid order by a court or other governmental body, and Recipient provided Company with prior written notice of such disclosure in order to permit Company to seek confidential treatment of such information.

6. Upon termination or expiration of the Agreement, or upon written request of Company, the Recipient shall promptly return to Company all documents, drawings, designs, notes, inventions and other tangible materials representing the Confidential Information and all copies thereof.

7. The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. Recipient shall not directly or

indirectly engage in any activity in competition with Company. Recipient further promises and agrees that during the term of this Agreement and at all times thereafter, Recipient shall not use Company's Confidential Information, trade secrets or proprietary information to compete with Company.

8. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by Company.

9. This Agreement shall terminate three (3) years after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient, the Recipient's heirs, successors and assignees perpetually.   The Recipient's obligations with respect to all Confidential Information shall be terminated only pursuant to Section 4. The Recipient will not, individually or collectively, directly or indirectly, own an interest in, operate, join, control, advise, consult with, render services to or otherwise participate in or serve as an officer, employee, agent, independent contractor, partner, member or shareholder of any corporation, partnership, limited liability company, proprietorship, joint venture, firm, trust or association or other entity, or individual(s) which owns, participates in and/or operates, directly or indirectly, or is formed to own, participate in and/or operate, directly or indirectly, a business that Company shared with the Recipient anywhere in the United States of America.

10. This Agreement shall be governed by and construed in accordance with the laws of _____ without reference to conflict of laws principles.

11. This Agreement may not be amended except by a writing signed by both parties hereto.

12. The Recipient hereby agrees that breach of this Agreement will cause Company irreparable damage for which recovery of damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

14. The Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company.

15. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth in this Agreement or such other address as either party may specify in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first written above.

By: _____
　　　　　　Authorized Signature

Name: _____
　　　　　[print or type]

Title: _____

Date: _____

Address: _____
　　　　　_____

By: _____
　　　　　　Authorized Signature

Name: _____
　　　　　[print or type]

Title: _____

Date: _____

Address: _____
　　　　　_____