

## MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

**THIS AGREEMENT**, entered into as of 05/21/24 by and between Eden Neurotech, Inc. ("**EN**"), having offices located at 360 Cane Creek Rd., Fletcher, NC, 28732 and Ketul Patel (**COMPANY**). Each party hereinafter shall be referred to individually as (the "Party") and collectively as (the "Parties").

### **WITNESSETH:**

**WHEREAS**, **EN** desires to disclose to **COMPANY** certain information which may be of a confidential and/or proprietary nature and which may include but is not limited to infotainment system product information, user interface technologies, business know-how and product planning concepts;

**WHEREAS**, **COMPANY** desires to disclose to **EN** certain information which may be of a confidential and/or proprietary nature and which may include, but is not limited to user interface technologies and plans; and

**WHEREAS**, **EN** and **COMPANY** desire to exchange their confidential and/or proprietary information under the terms and conditions contained herein for the purpose of discussing **COMPANY'S** user interface technologies (the "Purpose"),

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, **EN** and **COMPANY** agree as follows:

The Party disclosing Confidential Information shall be referred to herein as the "Disclosing Party" and the Party receiving Confidential Information shall be referred to herein as the "Receiving Party".

### **TERMS AND CONDITIONS**

1. "Confidential Information" as used herein shall mean all confidential and proprietary information, whether written or oral, or by inspection of tangible objects, and in any form or on any media, including, without limitation, engineering documents, specifications, prototypes, research and development information, designs, drawings, plans, software (in source or object code), product information, new product plans, pricing information, customer information, duty drawback information as it pertains to importation, manufacturing and shipments, financial information or other information relating to the Disclosing Party's business or technology which is disclosed by the Disclosing Party either directly or indirectly to the Receiving Party. Confidential Information in tangible form (including Confidential Information received or transmitted electronically) shall at all times be conspicuously labeled by the Disclosing Party as "Confidential" or "Proprietary". If Confidential Information is disclosed orally or by demonstration, it must be specifically designated by the Disclosing Party as Confidential Information at the time of disclosure. Use of Confidential Information of the Disclosing Party by the Receiving Party shall be solely for the Purpose and only to the extent necessary to pursue such Purpose, except as the Disclosing Party may otherwise agree in writing.

2. The Receiving Party agrees that, except to the extent the Disclosing Party may be expressly precluded by applicable law from prohibiting the Receiving Party from doing so, the Receiving Party may not adapt, create derivative works, translate, deface, reverse-engineer, decompile, disassemble, or otherwise modify all or any part of the Confidential Information disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend, or other notices or ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party. The Receiving Party shall not interfere with or remove any tamper-evident seal (the "Seal") affixed to any Confidential Information, including any such Seals affixed to Confidential Information embodied in a prototype, sample, evaluation, or other product. If any such Seal is broken, interfered with, removed, or otherwise shows evidence of tampering, the Receiving Party acknowledges and agrees that such an act shall constitute reverse-engineering per se, and therefore constitute a breach of this Agreement.
3. The Receiving Party shall not disclose, publish or disseminate any Confidential Information of the Disclosing Party or any information incorporating such Confidential Information to any person or entity, except to those officers and employees of the Receiving Party who: (a) have a "need to know" and require access to Confidential Information in order to carry out the Purpose of this Agreement, and (b) have been instructed and are bound in writing not to disclose the Confidential Information or use Confidential Information for any purpose other than as set forth herein.
4. The Receiving Party shall maintain and safeguard the confidential nature of the Confidential Information by using the same degree of care (but no less than a reasonable degree of care) as the Receiving Party uses to protect its own confidential information and materials of a similar nature.
5. Confidential Information shall not include:
  - (a) Information or knowledge that was in the public domain at the time it was disclosed to the Receiving Party or becomes part of the public domain after disclosure to the Receiving Party without the fault of the Receiving Party, including, without limitation, disclosure in a published U.S. or foreign patent filing or a broadly distributed and unrestricted printed publication; or
  - (b) Information in the possession of and/or known to the Receiving Party prior to the Receiving Party being subject to an expressed or implied obligation of confidentiality at the time of its receipt from the Disclosing Party as evidenced by credible records; or
  - (c) Information that was furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or
  - (d) Information that was previously or is subsequently disclosed by the Disclosing Party to a third party without restrictions on the use and/or disclosure of the information by the third party; or
  - (e) Information that is approved for release upon the Disclosing Party's prior written consent.

Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction;

provided, however, that prior to any such disclosure, the Receiving Party shall (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Disclosing Party in writing of the request to disclose; and (iii) cooperate fully with the Disclosing Party in its lawful efforts to limit the scope of any such compelled disclosure.

6. This Agreement shall be in effect for a period of five (5) years from the date hereof. Thereafter, the Receiving Party shall, in accordance with this Agreement, preserve and maintain the confidential nature of all Confidential Information received hereunder for a period of five (5) years. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party or immediately by written notice to the other upon any breach by such Party of any term or condition of this Agreement. Upon the written request of the Disclosing Party, or upon the expiration or any earlier termination of this Agreement, the Receiving Party shall: (a) cease using the Confidential Information and (b) promptly upon request return the Confidential Information and all copies thereof to the Disclosing Party or, at the direction of the Disclosing Party, destroy same. If requested to do so in writing, the Receiving Party shall certify in writing to the other such return or destruction within ten (10) days thereafter. The requirement to return Confidential Information shall not apply to (i) Confidential Information subject to any document retention as required by law or judicial order, (ii) Confidential Information disclosed to any regulatory agency having jurisdiction over the Receiving Party, or (iii) Confidential Information that is the subject of any pending or immediately threatened legal proceeding or governmental investigation until such proceeding or investigation is no longer immediately threatened or, if initiated or pending, until the proceeding is finally settled or a final judgment with respect thereto has been rendered or the investigation is completed or no longer involves the Receiving Party.
7. The Disclosing Party hereby represents and warrants that: (a) the information it has disclosed or will disclose to the Receiving Party shall not contain the confidential or proprietary information of any third party (b) the Disclosing Party is authorized to disclose the Confidential Information.
8. The Receiving Party covenants that it will not export or re-export the Confidential Information communicated pursuant to this Agreement, or any direct product thereof, except in compliance with applicable law, including without limitation the United States Export Administration Regulations. This covenant shall survive the expiration of this Agreement indefinitely.
9. All Confidential Information is, and shall at all times remain, the property of the Disclosing Party.
10. No license under any intellectual property right of any kind whatsoever is either granted or implied hereby; nor shall furnishing the Confidential Information constitute any representation, warranty, assurance, guaranty or inducement by the Disclosing Party with respect to the accuracy or validity of the Confidential Information. **EXCEPT AS PROVIDED UNDER SECTION 8, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY INFORMATION THAT IT MAY PROVIDE HEREUNDER, INCLUDING WITHOUT LIMITATION AS TO THE ACCURACY OF THE CONFIDENTIAL INFORMATION, AS TO WHETHER ANY NEW PRODUCTS WILL BE PRODUCED AS DISCLOSED, OR AS TO THE AVAILABILITY OF PRODUCT(S) ON ANY SPECIFIC DATE.**
11. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict-of-laws rules. The Parties agree that, in the event any disputes or controversies arise out of or in relation to this Agreement or the breach

thereof, any action shall be brought in Henderson County, North Carolina, in the court having jurisdiction of the subject matter.

12. Affiliate" means a company or other legal entity such as a partnership or limited liability corporation Controlled by, Controlling, or under common Control with a Party, where "Control" and its variants mean possessing (i) ownership or control (directly or indirectly) of fifty percent (50%) or more of the voting rights or rights to elect the board of directors or other governing body of a person, firm, association, partnership, corporation, governmental agency, or other legal entity (a "Person"); or (ii) the power to direct the affairs of any Person. An entity is an Affiliate of a party to this Agreement solely for so long as such Control exists.
13. No Party to this Agreement shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required in the case of an assignment or other transfer to an Affiliate of the assigning Party or to a third party who acquires substantially all of the stock or other assets of the assigning Party, provided that such Affiliate or successor in interest agrees in writing to assume all of the obligations of the assigning Party under this Agreement and provided further that such Affiliate or third party is not itself, nor owned or controlled by or under common control with, a direct competitor of the non-assigning Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.
14. The Parties expressly agree that they will not issue or cause to be issued any public releases of information or other public communications, including, without limitation, press releases, interviews, commercials, web page content, other publications and marketing materials of any kind, that refer to the existence or terms of this Agreement, any transactions contemplated herein, the names and/or trademarks of either Party or variations of any of the foregoing, without first obtaining the prior written permission of the respective Party, which permission shall be granted or withheld at the sole discretion of the respective Party.
15. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or contrary to public policy or otherwise unenforceable, such invalid or unenforceable part shall be deemed modified or eliminated to the extent that, in the court's opinion, is necessary to make the remaining part(s) enforceable. The waiver by a Party of any right hereunder will not be considered a waiver thereof unless, expressly waived in writing signed by the waiving Party. No single waiver will be considered a continuing or subsequent waiver.
16. The Receiving Party agrees that there may be no adequate remedy at law for any breach of the obligations hereunder and upon any such breach or any threat thereof by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive and other appropriate equitable relief in addition to whatever other remedies it might be entitled to seek. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs and related expenses from the other Party.
17. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.
18. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof, and no alteration, or modification of any of the provisions hereof shall

be binding on the Parties unless made in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding on the Parties, their successors and assigns.

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Agreement as of the date first set forth above.

EDEN NEUROTECH, INC.


BY:  \_\_\_\_\_

NAME: Peter Freer

TITLE: CTO

DATE: 05/21/24

KETUL PATEL

BY:  \_\_\_\_\_

NAME: Ketul Patel

TITLE: \_\_\_\_\_

DATE: 05/22/2024