
BIZFLOW CONFIDENTIALITY AGREEMENT FOR CONTRACTOR PERSONNEL

This agreement (the "Agreement") is made this (October 1st, 2021) (the "Effective Date") by BizFlow Corp., a Virginia Corporation, with offices located at 3141 Fairview Park Drive, Suite 850, Falls Church, VA 22042 ("the Company") and Authorized Students and Faculties of Handong Univ ("Contractor"), located at 558, Handong-ro, Heunghae-eup, Buk-gu, Pohang-si, Gyeongsangbuk-do, Republic of Korea

Accessing the intellectual Property and Confidential Information of BizFlow Corp, I warrant and agree as follows:

1. Company Confidential Information

"Confidential Information" means information or material that is commercially valuable to the Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning the Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) information concerning the Company's employees, including salaries, strengths, weaknesses and skills;
- (d) information submitted to the Company by others, including prime contractors, customers, suppliers, employees, consultants, or co-venture partners, that the Company has an obligation to keep confidential; and
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business.

2. Non-disclosure of Confidential Information

I acknowledge that, as an authorized student (or faculty member), I may have access to Confidential Information belonging to the Company or third parties to whom the Company has a duty of confidentiality and that any improper taking, disclosure or use of this Confidential

Information would cause the Company substantial loss, damage and irreparable harm. I shall at all times continue to hold confidential all data, all computer user information, all proprietary information, inventions and developments, and all other data or information (and any tangible evidence, record or representation thereof), whether prepared, conceived or developed by or for the Company (including by me) or received by the Company from a third party that is maintained in confidence by the Company.

During the authorization period, as an authorized student (or faculty member), I shall use and disclose Confidential Information only for the purpose permitted by the company, and, in any event, shall not disclose any Confidential Information to any person or entity outside the Company except as authorized pursuant to a written confidentiality agreement supplied by the Company or with the prior written direction and permission of an authorized officer of the Company. After the termination of my relationship with the Company, I shall not disclose to any person or entity, or make use of, any Confidential Information without the prior written consent of an authorized officer of the Company. This provision shall not apply to any Confidential Information that the Company has voluntarily disclosed to the public or has otherwise legally entered the public domain.

I understand that the Company has from time to time in its possession information from other entities that the Company has agreed to keep confidential. I agree that this information shall be Confidential Information for purposes of this Agreement.

3. Intellectual Property Rights

I acknowledge that, as an authorized student (or faculty member), all the outputs and intellectual property using or derived from the intellectual property and Confidential information of the company, cannot be used commercially without permission of the Company, and belong to the Company

4. Confidential Information of Others

Contractor will not disclose to the Company, use in the Company's business, or cause the Company to use, any confidential information of others without written authorization for disclosure.

5. Return of Materials

When Contractor's relationship with the Company ends, for whatever reason, Contractor will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Contractor will also return to the Company all equipment, files, software programs and other personal property belonging to the Company.

6. Confidentiality Obligation after termination of relationship with the company

Contractor's obligation to maintain the confidentiality and security of Confidential Information remains even after the end of Contractor's relationship with the Company and continues for so long as such Confidential Information remains a trade secret.

7. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to make Contractor a partner or joint venturer of the Company for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Company and Contractor.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both the Company and Contractor.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause the Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Contractor agrees that the Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as the Company deems appropriate. This right is to be in addition to the remedies otherwise available to the Company.

(f) Indemnity: Contractor agrees to indemnify the Company against any and all losses, damages, claims or expenses incurred or suffered by the Company as a result of Contractor's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law and Jurisdiction: This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Virginia, without regard to its principles of conflicts of laws, and shall be deemed to be effective as of

the first day of my employment or consultancy relationship with the Company. Contractor waives any other venue to which Contractor might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. The Company may assign this Agreement to any party at any time. Contractor shall not assign any of his or her rights or obligations under this Agreement without the Company's prior written consent. Any assignment or transfer in violation of this section shall be void.

7. Notice of Immunity

Contractor is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

8. Signatures

Contractor has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. Contractor has received a copy of this Agreement as signed by the parties.

BizFlow Corp.

Date Signed

By(서명): _____

Name: Harris, Kim (Hyung Sung)

Title: General Manager of Seoul Liaison Office

3rd. Oct. 2021

Date Signed

Contractor

By(서명): _____

Name: Kim Hyun Uk

Title: Handong Univ. Student