

Mutual Nondisclosure Agreement

This Agreement is entered into this 4th day of October 2022 ("Effective Date"), by and between Cornami, Inc. ("Cornami"), a Delaware corporation with offices at 300 Orchard City Drive, Suite 232, Campbell, CA 95008 USA and Ryan Coffee a Sr. Research Scientist with offices at SLAC National Accelerator Lab.

Each party has developed certain technical or business information related to its respective products or product plans ("Confidential Information"). The parties, for their mutual benefit, desire to disclose to each other confidential information in connection with discussions between their authorized representatives in the area(s) of evaluating possible investment, technology evaluation, business plans/strategy or transaction between them.

THEREFORE, the parties agree as follows:

1. **Definition.** "Confidential Information": shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, development, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed by one party ("Discloser") to the other party ("Recipient") pursuant to this Agreement, whether in written, oral or electronic form. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof.

The confidentiality obligations of this Agreement shall not apply to any information which a) is already in the public domain through no breach of this Agreement; b) was, as between the parties, lawfully in Recipient's possession prior to receipt from Discloser; c) is received by Recipient independently from a 3rd party free to lawfully disclose such information to Recipient; or d) is subsequently independently developed by Recipient. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosures or because individual figures, components or combinations thereof are now or become known to the public.

2. **Manner of Disclosure.** Confidential Information made available in written or electronic form by one party to the other will be conspicuously marked "Confidential" or similarly marked before being turned over to Recipient. Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement, provided that such information is designated as confidential or known by the parties to be confidential at the time of disclosure. Notwithstanding any failure to mark any information as Confidential, all information disclosed pursuant to this Agreement shall be considered Confidential Information.

3. **Restrictions.** All Confidential Information pursuant to this Agreement a) shall not be copied, distributed, disseminated or disclosed in any way or form to any third parties by Recipient without the prior written consent of Discloser, b) shall be maintained in confidence and may only be disclosed to those employees and agents of Recipient or of its affiliates who have a need to know, c) shall not be used by Recipient for any purpose, except as otherwise expressly stated herein, without the prior written consent of Discloser, and d) shall remain the property of and be returned to Discloser (along with all copies thereof) or destroyed (along with a written certification of destruction) within thirty (30) days of receipt by Recipient of a written request from Discloser setting forth the Confidential Information to be returned or destroyed.

4. **Duration.** Unless mutually agreed otherwise in writing, Recipient's obligation hereunder with respect to each item of Confidential Information shall expire three (3) years from the date of receipt of Confidential Information by Recipient.

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5. **Term.** This Agreement shall be effective as of the date stated above and may be terminated without cause, with respect to further disclosures, upon thirty (30) days' prior written notice. This Agreement shall automatically expire three (3) years from its effective date; provided, however, that the rights and obligations accruing prior to termination, as set forth herein shall survive the termination as specified in Section 4, above.

6. **Mutual Disclaimers.** The parties shall have no obligation to disclose any information or to compensate each other for disclosures of any information under this Agreement and shall also have no obligation to enter into any further agreement with each other. It is understood and agreed that no warranties of any kind are given by Discloser with respect to Confidential Information provided hereunder except that Discloser warrants that Discloser has the right to make the disclosure. The parties also understand that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement.

7. **General.** This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof and shall be governed by and construed under the laws of the State of California.

8. **Arbitration.** Disputes hereunder which cannot be satisfactorily resolved by the parties themselves shall be finally settled by arbitration pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC") before a tribunal of three (3) arbitrators, one appointed by Recipient and one appointed by Discloser and the third appointed by such two arbitrators, (or, if such two arbitrators fail to agree within sixty (60) days, by the ICC). The arbitration shall be held in San Jose, California.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Nondisclosure Agreement to be executed and delivered as of the date first written above.

Cornami, Inc.

Ryan Coffee

By 

By 

Printed Name Paul Master

Printed Name Ryan Coffee

Title CTO

Title Sr. Research Scientist

Date Oct. 4, 2022

Date Oct. 4 2022