

NONDISCLOSURE AGREEMENT

This nondisclosure Agreement ("Agreement") governs the disclosure of information by BlueMatrix ("Company"), located at 853 Broadway 19th Floor NY NY 10011, to Shijun Wei ("Recipient") of UC Davis as of 27OCT20 ("Effective Date").

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by Company to Recipient, including but not limited to information regarding (a) patent and patent applications, (b) trade secret, and (c) proprietary information-- ideas, techniques, sketches, works of authorship, models, inventions, know-how, processes, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Company, and including, without limitation, the Company's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and information the Company provides regarding third parties.
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 the Company, and will use the Confidential Information for no purpose other than for the academic project collaboration ("Practicum") in the MSBA program described in the attached Project Description. Company grants Recipient a non-transferable right to use the information, including any intellectual property furnished by Company in connection therewith, for Recipient's academic purposes, including internal discussions amongst University of California, Davis students, faculty and staff personnel involved with the Practicum.
3. The Recipient shall immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.
4. 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 the Company with prior written notice of such disclosure in order to permit Company to seek confidential treatment of such information.
5. Upon termination or expiration of the Agreement, or upon written request of the Company, the Recipient shall promptly return to the Company all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.
6. 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.

7. 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 the Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Company.

8. This Agreement shall terminate one (1) year after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient's nondisclosure obligations under this Agreement shall survive termination of this Agreement for a period of five (5) years and shall be binding upon the Recipient's heirs, successors and assigns. Notwithstanding the forgoing, the Recipient's obligations with respect to all or the applicable technical Confidential Information shall be otherwise terminated only pursuant to Section 4.

9. This Agreement shall be governed by and construed in accordance with the laws of California without reference to its conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in the County of San Francisco, California, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except in writing signed by both parties hereto.

10. The Recipient hereby agrees that breach of this Agreement will cause Company irreparable damage for which recovery of damages would be inadequate, and that the 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.

11. 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.

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

13. The Recipient shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

14. 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, overnight courier or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, next business day if by electronic mail or overnight courier, 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 above or such other address as either party may specify in writing.

15. The Recipient acknowledges that Company's business plan and software programs contain valuable confidential information and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information unless otherwise permitted in writing by the Company.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Company: BlueMatrix

Recipient: Shijun Wei

Signed By: *Daniel T Faltyn Jr*

Signed By: *Shijun Wei*

Print Name: Daniel T Faltyn Jr

Print Name: Shijun Wei

Position/Role: CIO

Position/Role: Student

Date: 27OCT20

Date: 10/27/2020