

(TO BE PRINTED ON COMPANY LETTERHEAD & SIGNED)

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In order to protect the Confidential Information (as defined below) which may be disclosed between **Infostretch Corporation**, a Delaware corporation (together with its Affiliates, "Apexon"), with an office at 3200 Patrick Henry Drive, Suite 250, Santa Clara, CA 95054, and **You** (agreeing to these terms and conditions, during discussions or negotiations between Apexon and You (together, the "Parties" and each individually, a "Party") in connection with business relationship regarding Your services to Apexon (the "Business Purpose"), the Parties are entering into this Non-Disclosure and Confidentiality Agreement (the "Agreement"), effective as of date of acceptance of this Agreement ("Effective Date").

The purpose of this Agreement is to protect the confidentiality of information shared in connection with the Business Purpose. Unless otherwise mutually agreed to by the Parties in writing, this Agreement does not modify the terms of any agreements governing subject matter other than the Business Purpose, including, without limitation, any confidentiality terms set forth therein, and such other agreements shall remain in full force and effect. "Affiliate" of an entity shall mean any other entity that controls, is controlled by, or is under common control with such entity. For purposes of this Agreement, "control" and its derivatives of an entity means the legal, beneficial, or equitable ownership, directly or indirectly, of at least 50% of the capital stock or other ownership interest of such entity ordinarily having such voting rights, or the power in fact to direct or cause the direction of the management of such entity or to elect the majority of such entity's board members.

Confidential Information. "Confidential Information" includes all information of a confidential, non-public, or proprietary nature of Apexon to which You will have access in connection with the Business Purpose and/or You may become privy to during the course of discussions including Personal Data of Apexon's employees including but not limiting to any and all data (regardless of format). Personal Data includes obvious identifiers (such as names, addresses, email addresses, phone numbers, identification numbers and other unique details) as well as biometric data, "personal data" (as defined in the GDPR), "personal information" (as defined in the CCPA), and any and all information about an individual's computer or mobile device or technology usage including (for example) IP address, MAC address, unique device identifiers, unique identifiers set in cookies, and any information passively captured about a person's online activities, browsing, application or hotspot usage or device location.

1. Confidential Information also includes all information of a third party to which You will have access in connection

with the Business Purpose, and all notes, analyses, and studies prepared by Apexon or its Representatives (as defined in Section 3 below) incorporating any of the Confidential Information described in this Section 1 provided by Apexon. Information is considered Confidential Information if any of the following occur: (i) the information is marked as confidential before its disclosure to You if it is disclosed in written, graphic, or any other tangible form that can be marked as confidential; (ii) the information is identified and designated as confidential in a written notice given to You within thirty (30) days after its disclosure if it is disclosed verbally, visually, or in any other intangible form or in any tangible form that cannot be marked as confidential; or (iii) by its nature or the context in which it was given, the information would be considered confidential or proprietary information regardless of its marking or designation.

2. Exclusions to Confidential Information. Confidential Information does not include information that: (a) is in or comes into the public domain at the time of its use or disclosure through no fault of You or its Representatives; (b) was lawfully in the possession of You or its Representatives as evidenced by contemporaneous written records of You prior to its receipt from Apexon; (c) is independently developed by You or its Representatives without the use of or reference to Apexon's Confidential Information; or (d) corresponds in substance to information furnished to You by a third party as a matter of right without restriction on disclosure.

3. Use and Limitation of Use of Confidential Information. You shall maintain the confidentiality of Apexon's Confidential Information. You shall exercise a reasonable degree of care to protect and preserve Apexon's Confidential Information which includes, without limitation, an obligation to not, without Apexon's prior written permission: (a) transfer or disclose any of Apexon's Confidential Information to any third party, including to any patenting entity; (b) use any of Apexon's Confidential Information for any purpose other than in connection with the Business Purpose; (c) make copies of Apexon's Confidential Information for any purpose other than the Business Purpose; or (d) take any other action with respect to Apexon's Confidential Information inconsistent with the confidential and proprietary nature of such information. Notwithstanding the foregoing, You may disclose Apexon's Confidential Information to Your officers, directors, employees, Yours, attorneys, accountants, advisors, agents, or other representatives and those of its Affiliates (each, a "Representative") who have a need to know such Confidential Information solely in connection with the Business Purpose.

You shall: (i) ensure its Representatives are bound by obligations of confidentiality and use that are substantially similar to the obligations contained in this Agreement; and (ii) assume full responsibility for any breach of the confidentiality and use obligations in this Agreement caused by any such Representatives.

You may not export any Confidential Information in any manner contrary to the export laws or regulations of the United States or any other country.

4. Compelled Disclosures; Disclosures Due to Court Order.

If You or any of Your Representatives is required to disclose any of Apexon's Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation, or other similar requirement (collectively, "Legal Requirement"), You shall, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to Apexon so that Apexon may seek an appropriate protective order or other appropriate remedy, at Apexon's expense. If Apexon is not successful in obtaining a protective order or other appropriate remedy and You will, upon the advice of Your counsel, be required to disclose such Confidential Information, You or Your Representative may disclose, without liability hereunder, such Confidential Information necessary to comply with the Legal Requirement.

5. Notice of Disclosure. In the event that You learn or has reason to believe that Confidential Information of Apexon has been disclosed or accessed by an unauthorized third party, You will promptly give notice of such event to Apexon.

6. Publicity. You will not disclose this Agreement or the identity of Apexon to any third party without Apexon's consent. You may not use or disclose Apexon's, or its Affiliates' logos, trademarks, or other trade indicia for any reason without Apexon's consent.

7. Term. This Agreement will terminate on the third anniversary of the Effective Date, unless terminated earlier by either Party upon thirty (30) days prior written notice. You's obligations of confidentiality and non-use hereunder shall continue for a period of five (5) years from the termination or expiration of this Agreement, except with respect to Confidential Information which constitutes a trade secret under applicable law, which shall survive for such additional period of time during which such Confidential Information remains Apexon's trade secret under applicable law.

8. Return; Destruction. Apexon may demand in writing at any time (including upon and after termination or expiration of this Agreement) that You return or, at Your option, destroy Apexon's Confidential Information, including notes and copies, within the possession or control of You. You will comply with this request within fifteen (15) days after receipt of written notice from Apexon and provide written certification to Apexon

that You have returned or destroyed all Confidential Information as requested; provided, however, You may retain one (1) copy in Your confidential files for archival and evidentiary purposes.

9. Ownership. All of Apexon's Confidential Information remains the sole and exclusive property of Apexon. Further, with respect to all Confidential Information of Apexon disclosed hereunder, Apexon retains any and all right, title, and interest in: (i) all copyrights, trade secrets, trademarks, service marks, and patents contained in such Confidential Information; (ii) all ideas, concepts, knowledge, methodologies, templates, techniques, and any other form of know-how, embodied in such Confidential Information; and (iii) any other intellectual property rights it may have in such Confidential Information. No rights or licenses of any kind are granted by this Agreement except the limited right to use Confidential Information in accordance with the terms of this Agreement.

THE CONFIDENTIAL INFORMATION IS BEING DISCLOSED ON AN "AS IS, WHERE IS" BASIS, AND APEXON MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.

10. Independent Development. This Agreement may not be construed to limit Your right to independently develop or acquire business ideas, products, or technologies similar to or the same as that which is provided by Apexon; provided that You will not use Confidential Information of Apexon in the development or acquisition of such ideas, products, or technologies.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without the application of choice of laws principles.

12. Equitable Relief. You acknowledge that a breach of its obligations to Apexon under this Agreement may result in irreparable and continuing damage to Apexon for which monetary damages may not be sufficient, and agrees that, in the event of such breach, Apexon will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

13. Future Dealings. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or to require either Party to be responsible for any obligations other than those expressed in this Agreement.

14. Waiver. Any forbearance or delay on the part of either Party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such

provision or of a right to enforce the same for any future occurrence.

15. Severability. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that comes closest to the intent of the Parties underlying the invalid, illegal, or unenforceable provision.

16. Assignment. Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, a Party may assign this Agreement without consent to: (i) an Affiliate, (ii) an acquirer of all or substantially all of its assets, or (iii) a successor by merger. Any purported assignment in violation of this Section shall be null and void.

17. Interpretation. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in

the preparation of this Agreement. There are no third-party beneficiaries to this Agreement; provided, however, Affiliates are intended third party beneficiaries of the provisions of this Agreement that expressly refer to them.

19. Miscellaneous. This Agreement supersedes all prior and contemporaneous agreements and understandings concerning the Confidential Information, and constitutes the complete agreement and understanding, between the Parties with respect to the Confidential Information. No amendment or other modification to this Agreement shall be valid or binding with respect to either Party unless agreed to in writing and signed by an authorized officer of each Party.

Signature of Authorised Signatory

Name of the Organisation / Consultant :

Date :