

Non-Disclosure and Limited Use Agreement

AGREEMENT dated as of 4/26/2024

(the “Effective Date”), between:

(a) GrowingSTEMS and

(b) Karpilow Auto Keys LLC

For purposes of this Agreement, the term “Discloser” means GrowingSTEMS, any affiliate of GrowingSTEMS (and any predecessor or successor to any of the foregoing), and any manager, officer, or employee of GrowingSTEMS or any of the foregoing that has provided or provides Confidential Information to the Recipient.

For purposes of this Agreement, the term “Recipient” includes, individually and/or collectively, (a) Counterparty and (b) to the extent that Counterparty provides Confidential Information thereto, the professional advisors, agents, and/or representatives of Counterparty.

The parties hereto agree as follows:

1. Scope of Confidential Information

“Confidential Information” means, subject to the other provisions of this Section:

(a) all information, whether oral or written, disclosed by Discloser to Recipient prior to or after the Effective Date that relates to (i) GrowingSTEMS, (ii) any affiliate of GrowingSTEMS (collectively with GrowingSTEMS, the “GrowingSTEMS Entities”), (iii) any owner, manager, officer, or employee of any GrowingSTEMS Entity, and/or (iv) any investment fund, separately managed account, and/or other vehicle with respect to which Discloser has informed Recipient that an GrowingSTEMS Entity serves or intends to serve as a manager, general partner, investment adviser, or in a similar capacity (any such fund, account, or other vehicle, a “Client”), including without limitation the current operating agreement of GrowingSTEMS and the operating agreement, limited partnership agreement or any other similar governing document of any other GrowingSTEMS Entity, any information, data, notes, analyses, compilations, studies, documents, records, and materials regarding any GrowingSTEMS Entity or Client; any GrowingSTEMS Entity’s or any Client’s corporate organization and finances, models, samples, data, documentation, account-level data, portfolio information, sample portfolio information, business contacts, contractual

arrangements, profits, sales, and/or other business affairs; and all other business or technical information; and

(b) any written material prepared by Recipient containing any Confidential Information.

“Confidential Information” does not include information that: (i) was available to Recipient (free, to Recipient’s knowledge, of any confidentiality obligation in favor of Discloser) prior to disclosure of such information by Discloser to Recipient; (ii) is made available to Recipient from a third party that (at the time of such availability) was not, to Recipient’s knowledge, subject to a confidentiality obligation to Discloser with respect to such information; (iii) is made available to third parties by Discloser without restriction on the disclosure of such information, (iv) is or becomes available to the public on or after the date of this Agreement (other than as a result of disclosure prohibited by any confidentiality obligation contained herein); or (v) is developed independently by Recipient without reference to the Confidential Information.

2. Use and Disclosure of Confidential Information

(a) Counterparty agrees: (i) to preserve the confidentiality of Confidential Information; (ii) to use and/or permit the use of Confidential Information only for the purposes of, and to the extent necessary in connection with, evaluating Counterparty’s joining GrowingSTEMS and/or any of its affiliates as an employee and potentially becoming a member and/or partner of an GrowingSTEMS Entity; (iii) to disclose Confidential Information to, and to permit the use of Confidential Information by, only Counterparty’s professional advisors, agents, and/or representatives who Counterparty reasonably determines need to know such information in connection with the evaluation described in (ii) above, and only if the applicable professional advisor, agent, or representative is bound by a duty of confidentiality substantially similar to the one set forth herein; and (iv) to use reasonable care to maintain the confidentiality of Confidential Information, provided that such care shall be at least as great as the precautions taken by Counterparty to protect Counterparty’s own confidential and/or proprietary information. In all cases in which Confidential Information is provided to Counterparty’s professional advisors, agents, and/or representatives, Counterparty must inform them of the confidential nature of Confidential Information and the terms of confidentiality and non-use in this Agreement, and Counterparty must direct such professional advisors, agents, and/or representatives not to disclose the Information in breach of the terms hereof and to otherwise act in accordance with the terms of confidentiality and non-use in this Agreement. In any event, the Counterparty is responsible for

any breach of this Agreement by any of the Counterparty's professional advisors, agents, and/or representatives.

(b) Notwithstanding anything to the contrary herein, Recipient is free to make (and this Agreement does not restrict) disclosure of any Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency or as otherwise required under applicable law; *provided* that, to the extent permitted by, and practicable under, the circumstances, Recipient provides to Discloser (i) prior written notice of the intended disclosure, to the extent permitted by law or (ii) if prior written notice is not permitted or practicable under the circumstances, notice of such disclosure as soon as practicable, to the extent permitted by law.

3. Certain Rights and Limitations

(a) All Confidential Information shall remain the property of Discloser. The provision of Confidential Information hereunder shall not transfer any right, title, or interest in such information to Recipient. Discloser does not grant any express or implied right to Recipient to or under Discloser's copyrights, trademarks, service marks, trade secret information, or other proprietary rights. Discloser reserves without prejudice the ability to protect its rights under any patents, copyrights, trademarks, or trade secret information except as otherwise expressly provided in this Agreement.

(b) This Agreement does not create any agency or partnership relationship between the parties hereto.

4. Remedies

(a) Recipient agrees, on or prior to the termination of this Agreement, to destroy or return promptly (at Recipient's option) to Discloser all Confidential Information that is in writing and in the possession of Recipient and, upon written request, to certify the return or destruction of all Confidential Information; *provided, however*, the Recipient may retain electronic versions of the Confidential Information within those electronic files it retains pursuant to its electronic records backup policy, but Recipient agrees such electronically retained Confidential Information, if any, shall remain subject to the terms of this Agreement without regard to this Agreement's termination.

(b) Recipient agrees that monetary damages may not be an adequate remedy for improper disclosure or use of Confidential Information, that Discloser, upon breach of this Agreement, shall be entitled to seek injunctive or equitable relief as is deemed proper by a court of competent jurisdiction, without waiving any other right or remedy, and that Recipient shall not resist an application for such relief on the ground that Discloser has an adequate remedy at law.

5. No Further Agreements Hereunder

Neither Discloser nor Recipient shall be under any obligation to enter into any further agreements with the other signatory hereto or its affiliates of any nature whatsoever as a result of this Agreement. The parties shall be free at all times to hold negotiations or enter into agreements with any other persons whatsoever (including with respect to potential employment) in addition to or in lieu of the discussions hereunder and any such activities shall not be a breach of this agreement or any obligations owed to the other party, so long as the confidentiality obligations undertaken hereunder are not breached thereby. Each party hereto reserves the right, in its sole discretion, to decline and make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the parties with respect thereto or with respect to any further agreements or business arrangements with the other party, its affiliates and to terminate all further discussions and negotiations.

6. Termination; Duration of Obligations.

Unless sooner terminated by mutual written Agreement of the parties, this Agreement and the obligations hereunder shall terminate one year after the Effective Date; *provided* that (a) with respect to any Confidential Information retained by the Recipient pursuant to its electronic records backup policy, the provisions of Section 4(a) shall survive termination of this Agreement, and (b) Section 7 shall survive termination of this Agreement.

7. Miscellaneous

(a) All notices and consents required by this Agreement shall be effective only if in writing and shall be delivered personally, or by any other means with confirmation of receipt, to the address below the applicable party's name on the signature page of this Agreement, or such other address as the applicable party designates from time to time by notice in accordance with this Section.

(b) Except where expressly indicated otherwise, the words "written" or "in writing" shall include, but not be limited to, written or printed documents, electronic and facsimile transmissions, and computer disks or tapes (whether machine or user readable).

(c) In the event that any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal, or unenforceable provision will be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) No amendment or alteration of the terms of this Agreement shall be effective unless made in writing and executed by both parties hereto.

(e) A failure or delay in exercising any right in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given.

(f) This Agreement and its enforcement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts-of-law principles.

(g) This Agreement may be executed by signing the original or a counterpart thereof. If this Agreement is executed in multiple counterparts, each counterpart shall be deemed an original and all of which when taken together shall constitute but one and the same agreement with the same effect as if the parties had signed the same instrument. Further, the electronic transmission of any signed original document, and transmission or retransmission of any signed electronic transmission, shall be the same as delivery of an original.

*[The remainder of this page is intentionally blank;
the following page is the signature page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure and Limited Use Agreement with effect as of the Effective Date.

COUNTERPARTY/RECIPIENT

KARPILOW AUTO KEYS LLC

By: _____

Name: Thomas Carroll

Date: 4/26/2024

DISCLOSER

GrowingSTEMS Robotics

By:  _____

Name: Zoe Lambert

Date: 4/26/2024