

**NOX DEVICES, INC.**

**TRIAL AGREEMENT**

*Contractor Name:* Aaron Pham (“Contractor”)

*Effective Date:* 02/09/2024

As a condition of becoming retained (or Contractor’s contracting relationship being continued) by NOX Devices, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “Company”), and in consideration of Contractor’s contracting relationship with the Company and receipt of the compensation now and hereafter paid by the Company, Contractor hereby agrees to the following:

1. **Contracting Relationship.** This Contracting Agreement (this “Agreement”) will apply to Contractor’s contracting relationship with the Company. If that relationship ends and the Company, within one (1) year thereafter, either employs Contractor or re-engages Contractor as a contractor, this Agreement will also apply to such later employment or contracting relationship, unless the parties hereto otherwise agree in writing. Any employment or contracting relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the “Relationship.” During the term of this Agreement, Contractor will provide contracting services to the Company as described on Exhibit A hereto (the “Services”). Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Contractor shall use Contractor’s best efforts to perform the Services such that the results are satisfactory to the Company. Contractor shall devote at least 40 hours per week to performance of the Services.
2. **Applicability to Past Activities.** The Company and Contractor acknowledge that Contractor may have performed work, activities, services or made efforts on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of Contractor’s involvement with the Company, that would have been “Services” if performed during the term of this Agreement, for a period of time prior to the Effective Date of this Agreement (the “Prior Contracting Period”). Accordingly, if and to the extent that, during the Prior Contracting Period: (i) Contractor received access to any information from or on behalf of the Company that would have been Confidential Information (as defined below) if Contractor received access to such information during the term of this Agreement; or (ii) Contractor (a) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of Contractor’s involvement with

the Company, that would have been an Invention (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Invention (as defined below) if incorporated into such item during the term of this Agreement; then any such information shall be deemed “Confidential Information” hereunder and any such item shall be deemed an “Invention” or “Prior Invention” hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement.

3. **Fees.** As consideration for the Services provided by Contractor and other obligations, the Company shall pay to Contractor the amounts specified in Exhibit B hereto at the times specified therein.

4. **Expenses.** Contractor shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services except as otherwise agreed to by the Company’s CEO. As a condition to receipt of reimbursement, Contractor shall be required to submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

5. **Confidential Information.**<sup>1</sup>

(a) **Protection of Information.** Contractor understands that during the Relationship, the Company intends to provide Contractor with certain information, including Confidential Information (as defined below), without which Contractor would not be able to perform Contractor’s duties to the Company. At all times during the term of the Relationship and thereafter, Contractor shall hold in strictest confidence, and not use, except for the benefit of the Company to the extent necessary to perform the Services, and not disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that Contractor obtains from the Company or otherwise obtains, accesses or creates in connection with, or as a result of, the Services during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Contractor or of others who were under confidentiality obligations as to the item or items involved. Contractor shall not make copies of such Confidential Information except as authorized by the Company or in the ordinary course of the provision of Services.

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<sup>1</sup> The purpose of the provisions in Sections 5 and 6 are to ensure that the Company owns the technology and intellectual property developed by its contractors. Best practice is that this agreements be signed when contracting begins as some states may question the enforceability of agreements entered into later for lack of contractual consideration.

(b) **Confidential Information.** Contractor understands that “Confidential Information” means any and all information and physical manifestations thereof not generally known or available outside the Company and information and physical manifestations thereof entrusted to the Company in confidence by third parties, whether or not such information is patentable, copyrightable or otherwise legally protectable. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and contractors of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and contractors), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom Contractor called or with whom Contractor became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Contractor by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) **Third Party Information.** Contractor’s agreements in this Section 5 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. During the term of the Relationship and thereafter, Contractor will not improperly use or disclose to the Company any confidential, proprietary or secret information of Contractor’s former clients or any other person, and Contractor will not bring any such information onto the Company’s property or place of business.

(d) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

(e) **U.S. Defend Trade Secrets Act.** Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 (“DTSA”) provides 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 (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that 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 (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

6. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** Contractor has attached hereto, as Exhibit C, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date: (i) have been created by or on behalf of Contractor, and/or (ii) are owned exclusively by Contractor or jointly by Contractor with others or in which Contractor has an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder (collectively "Prior Inventions"); or, if no such list is attached, Contractor represents and warrants that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed on Exhibit C, Contractor hereby irrevocably and forever waives any and all rights or claims of ownership to such Inventions. Contractor understands that Contractor's listing of any Inventions on Exhibit C does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of Contractor's ownership of such Inventions. Contractor further understands that Contractor must receive the formal approval of the Company before commencing Contractor's Relationship with the Company.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, Contractor uses or incorporates into any of the Company's products, services, processes or machines any Invention not assigned to the Company pursuant to Section 6(d) of this Agreement in which Contractor has an interest, Contractor will promptly so inform the Company in writing. Whether or not Contractor gives such notice, Contractor hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

(c) **Inventions.** Contractor understands that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. Contractor understands this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. Contractor understands that "Company Inventions" means any and all Inventions that Contractor or Contractor's personnel may solely or jointly author, discover, develop, conceive, or reduce to practice in connection with, or as a result of, the Services performed for the Company or

otherwise in connection with the Relationship, except as otherwise provided in Section 6(g) below.

(d) **Assignment of Company Inventions.** Contractor will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all of Contractor's right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights and other proprietary rights therein. Contractor hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Contractor now has or may hereafter have for infringement of any and all Company Inventions. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, Contractor hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. If Contractor has any rights to the Company Inventions, other than Moral Rights, that cannot be assigned to the Company, Contractor hereby unconditionally and irrevocably grants to the Company during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, distribute, display, perform, prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import, practice methods, processes and procedures and otherwise use and exploit, such Company Inventions.

(e) **Maintenance of Records.** Contractor shall keep and maintain adequate and current written records of all Company Inventions made or conceived by Contractor or Contractor's personnel (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. Contractor shall not remove such records from the Company's place of business or systems except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. Contractor shall deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Section 7 and Section 8.

(f) **Intellectual Property Rights.** Contractor shall assist the Company, or its designee, at its expense, in every proper way in securing the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all

pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and shall never assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Contractor's obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

(g) **Exception to Assignments.** Subject to the requirements of applicable state law, if any, Contractor understands that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any. In order to assist in the determination of which inventions qualify for such exclusion, Contractor will advise the Company promptly in writing, during and for a period of twelve (12) months immediately following the termination of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by Contractor or Contractor's personnel in connection with, or as a result of, the Services performed for the Company during the period of the Relationship.

7. **Company Property; Returning Company Documents.** Contractor acknowledges that Contractor has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that Contractor's activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. Contractor further acknowledges that any property situated on the Company's premises or systems and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. At the time of termination of the Relationship, Contractor will deliver to the Company (and will not keep in Contractor's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other

documents or property, or reproductions of any of the aforementioned items developed by Contractor or Contractor's personnel pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

8. **Termination Certification.** In the event of the termination of the Relationship, Contractor shall sign and deliver the "Termination Certification" attached hereto as Exhibit D; however, Contractor's failure to sign and deliver the Termination Certification shall in no way diminish Contractor's continuing obligations under this Agreement.

9. **Notice to Third Parties.** During the periods of time during which Contractor is restricted in taking certain actions by the terms of Section 10 of this Agreement (the "Restriction Period"), Contractor shall inform any entity or person with whom Contractor may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of Contractor's contractual obligations under this Agreement. Contractor acknowledges that the Company may, with or without prior notice to Contractor and whether during or after the term of the Relationship, notify third parties of Contractor's agreements and obligations under this Agreement. Upon written request by the Company, Contractor will respond to the Company in writing regarding the status of Contractor's engagement or proposed engagement with any party during the Restriction Period.

10. **Solicitation of Employees, Contractors and Other Parties.** As described above, Contractor acknowledges that the Company's Confidential Information includes information relating to the Company's employees, contractors, customers and others, and Contractor will not use or disclose such Confidential Information except as authorized by the Company in advance in writing. Contractor further agrees as follows:

(a) **Employees, Contractors.** During the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, Contractor shall not, directly or indirectly, solicit any of the Company's employees or contractors to terminate their relationship with the Company, or attempt to solicit employees or contractors of the Company, either for Contractor or for any other person or entity.

(b) **Other Parties.** During the term of the Relationship, Contractor will not influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

11. **Indemnification.** Contractor shall indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal

expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Contractor or Contractor's Assistants (as defined below), employees, contractors or agents, (ii) any breach by the Contractor or Contractor's Assistants, employees, contractors or agents of any of the covenants contained in this Agreement, (iii) any failure of Contractor to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the Inventions or other deliverables of Contractor under this Agreement.

12. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO Contractor OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO Contractor UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTIONS GIVING RISE TO SUCH LIABILITY.

13. **Term and Termination.**

(a) **Term.** Contractor shall serve as a contractor to the Company for a period commencing on February 9th, 2024 and terminating on the earlier of (a) the date Contractor completes the provision of the Services to the Company under this Agreement, or (b) the date Contractor shall have been paid the maximum amount of contracting fees as provided in Exhibit B hereto.

(b) **Termination for Convenience.** Notwithstanding the above, either party may terminate this Agreement at any time upon 3 business days' written notice. In the event of such termination, Contractor shall be paid for any portion of the Services that have been performed prior to the termination.

(c) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within 3 business days after having received written notice by the non-breaching party of the breach or default.



(d) **Survival.** Sections 5-12, 13(d), 16 and 18 shall survive termination or expiration of this Agreement in accordance with their terms.

14. **Independent Contractor.** Contractor's relationship with the Company will be that of an independent contractor and not that of an employee.

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors, partners or agents, as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Company, and Contractor shall be wholly responsible for the proper performance of the Services by the Assistants such that the results are satisfactory to the Company. Contractor shall expressly advise the Assistants of the terms of this Agreement, and shall require each Assistant to execute and deliver to the Company a Confidential Information and Invention Assignment Agreement. In no event shall any of the Services be performed for the Company at the facilities of a third party or using the resources of a third party.

(b) **No Authority to Bind Company.** Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

(c) **No Benefits.** Contractor acknowledges that Contractor and its Assistants shall not be eligible for any Company employee benefits and, to the extent Contractor otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

(d) **Taxes; Indemnification.** Contractor shall have full responsibility for all applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Contractor agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Contractor or its Assistants or any liability related to the withholding of such taxes.

15. **Supervision of Contractor's Services.** All of the services to be performed by Contractor, including but not limited to the Services, will be as agreed between Contractor and the Company's CEO. Contractor will be required to report to the CEO concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the CEO.

16. **Contracting or Other Services for Competitors.** Contractor represents and warrants that Contractor does not presently perform or intend to perform, during the term of the Relationship, contracting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Relationship. If, however, Contractor decides to do so, in advance of accepting such work, Contractor will promptly notify the Company in writing, specifying the organization with which Contractor proposes to consult, become employed by, or to provide services to and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, the interests of the Company or further services which the Company might request of Contractor. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately.

17. **Conflicts with this Agreement.** Contractor represents and warrants that neither Contractor nor any of the Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants that Contractor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor represents and warrants that Contractor has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Contractor has gained from third parties or in the performance of services for third parties, and which Contractor discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor shall not bundle with or incorporate into any deliverables provided to the Company hereunder any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Contractor represents and warrants that Contractor has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Contractor's obligations under this Agreement. Contractor will not infringe upon any copyright, patent, trade secret or other property right of any former employer, client or third party in the performance of the Services. Contractor acknowledges and agrees that Contractor has listed on Exhibit G all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may

restrict Contractor's ability to perform services for the Company or Contractor's ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict Contractor's ability to perform Contractor's duties for the Company or any obligation Contractor may have to the Company. Contractor shall not enter into any written or oral agreement that conflicts with the provisions of this Agreement.

**18. Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts,

and the validity and force of the remainder of this Agreement shall not be affected. The Company and Contractor have attempted to limit Contractor's right to use, maintain and disclose the Company's Confidential Information, and to limit Contractor's right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 10 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time. In the event that any court or government agency of competent jurisdiction determines that, notwithstanding the terms of this Agreement specifying Contractor's Relationship with the Company as that of an independent contractor, Contractor's provision of Services to the Company is not as an independent contractor but instead as an employee under the applicable laws, then solely to the extent that such determination is applicable, references in this Agreement to the Relationship between Contractor and the Company shall be interpreted to include an employment relationship, and this Agreement shall not be invalid and unenforceable but shall be read to the fullest extent as may be valid and enforceable under the applicable laws to carry out the intent and purpose of this Agreement.

(g) **Remedies.** Contractor acknowledges that violation of this Agreement by Contractor may cause the Company irreparable harm, and therefore that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(h) **Facilitation of Agreement.** Contractor agrees to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(i) **Voluntary Execution.** Contractor certifies and acknowledges that Contractor has carefully read all of the provisions of this Agreement, that Contractor understands and has voluntarily accepted such provisions, and that Contractor will fully and faithfully comply with such provisions.

(j) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(k) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original,

and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.


(1) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Contractor hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

*[Signature Page Follows]*

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**THE COMPANY:**

NOX DEVICES, INC.

By: \_\_\_\_\_  
(Signature)

Name: Molly Cantillon

Title: CEO

Address:

134 Walnut St Livingston NJ

United States

Date: 02/09/2024

**CONTRACTOR:**

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF CONTRACTING SERVICES**

	<u>Description of Services</u>	<u>Schedule/Deadline</u>
1.	Finish Backend Refactor	ASAP
2.	Advanced RAG + Agent Streaming for Generative UI	2 weeks

**EXHIBIT B**  
**COMPENSATION**

Check applicable payment terms:

- ☒ For Services rendered by Contractor under this Agreement, the Company shall pay Contractor at the rate of \$40 per hour, payable after two weeks. Unless otherwise agreed upon in writing by Company, Company's maximum liability for all Services performed during the term of this Agreement shall not exceed \$ 1200.
- ☐ Contractor shall be paid \$ \_\_\_\_\_ upon the execution of this Agreement and \$ \_\_\_\_\_ upon completion of the Services specified on Exhibit A to this Agreement.
- ☐ The Company will recommend that the Board grant a non-qualified option to purchase \_\_\_\_\_ shares of the Company's Common Stock, at an exercise price equal to the fair market value (as determined by the Company's Board of Directors) on the date of grant, and which will vest and become exercisable as follows:

\_\_\_\_\_

\_\_\_\_\_

Although management of the Company will recommend to the Company's Board of Directors that you be granted the option on the terms set forth herein, by execution of this Agreement, you acknowledge that you have no right to receive the option, or any right to have the option subject to the specific terms set forth herein, unless the grant is approved by the Company's Board of Directors.

- ☐ Other:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **EXHIBIT C**

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

## **EXHIBIT D**

### **TERMINATION CERTIFICATION**

This is to certify that Contractor does not have in Contractor's possession, nor has Contractor failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to NOX Devices, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

Contractor further certifies that Contractor has complied with all the terms of the Contracting Agreement signed by Contractor (the "Contracting Agreement"), including the reporting of any Inventions (as defined therein), conceived or made by Contractor or Contractor's personnel (solely or jointly with others) covered by the Contracting Agreement, and Contractor acknowledges Contractor's continuing obligations under the Contracting Agreement.

Contractor further agrees that, in compliance with the Contracting Agreement, Contractor will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, contractors or licensees.

Contractor further agrees that for twelve (12) months immediately following the termination of Contractor's Relationship with the Company, Contractor shall not either directly or indirectly solicit any of the Company's employees or contractors to terminate their relationship with the Company, or attempt to solicit employees or contractors of the Company, either for Contractor or for any other person or entity.

Further, Contractor agrees that Contractor shall not use any Confidential Information of the Company to influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Signature of Contractor: \_\_\_\_\_

Print Name of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G**

**RESTRICTIVE AGREEMENTS UNDER SECTION 17**