

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into (effective on the date of signing below) by and between Jason Heo (the Receiving Party, sometimes referred to as "Consultant"), and all of its subsidiaries, parent, affiliates, directors, officers, contractors and agents (together with Consultant, "Consultants") and Persist AI Formulations Corp., a corporation, with an office located at 1100 Main St. Suite 300-PB, Woodland, CA, 94695, United States (the Disclosing Party, sometimes referred to as "Principal"), and all of its subsidiaries, parent, affiliates, directors, officers, Consultants and agents (together with Principal, "Principals"). From time to time herein, Principals and Consultant may be individually referred to as "Party", or collectively as "Parties".

In consideration of the *Consulting Contract* by Principal and disclosure by Principal of confidential and trade secret information, the undersigned Consultant hereby covenants and agrees as follows:

1. **CONFIDENTIALITY.** The services and obligations the Consultant has agreed to perform on behalf of Principal require that the Consultant have access to and knowledge of certain Confidential Information. This Confidential Information includes, but is not limited to any information included in any database or electronic platform, website analytics platform (including, without limitation, Google analytics or any other platform that tracks the performance and traffic of websites, email, social media, communication, advertising, web addresses, or any other property owned by the Principals), any property of the Principals (including email lists, social media accounts, account information, and content produced by Principals) customer information, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, Principal's standards and other confidential and/or proprietary information belonging to or licensed to, the Principals or their clients or customers, including but is not limited to, trade secrets, inventions, patents, and copyrighted materials ("Confidential Information"). Some of this information may be made confidential by law or by the Company's policies.
  - a. Confidential Information shall include, but is not limited to the following forms: observation, data, written material, record, documents, drawings, photographs, computer programs, software, invention, discovery, improvement, development, tools, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the Principals. The Consultant also understands that access to all Confidential Information is granted on a need-to-know basis. A need-to-know basis is defined as information access that is required in order to perform Consultant's work.
  - b. By signing this Agreement, Consultant affirms that he/she will refrain from disclosing Confidential Information to any third party including, but not limited to, friends, relatives, co-workers, vendors, former Consultants, competitors,

except in the case where Consultant obtains Principal's written consent prior to disclosure of Confidential Information to a third party or where the Consultant is required to disclose Confidential Information as a matter of law.

2. **USE.** Consultant shall not use the Confidential Information, except to the extent necessary to provide services or goods requested by Principals or as is necessary for Consultant to perform day-to-day tasks that are required to be performed by Consultant as a term of his/her employment.
3. **RETURN OF MATERIALS.** Any materials or documents that have been furnished by the Company to the Consultant in connection with the Relationship will be promptly returned by the Consultant, accompanied by all copies of such documentation or certification of destruction, within (10) days after (i) the Relationship has been terminated or (ii) the written request of the Company.
4. **TERMINATION.** All materials furnished to Consultant by Principals, and all materials prepared by Consultant in connection with Consultant's employment by Principals, including without limitation Confidential Information, shall be returned immediately to Principals upon termination of Consultant's employment with Principals. Moreover, the foregoing commitments of each party shall survive any termination of the Relationship between the parties for a period of three (3) years after the application of this Section.
5. **OWNERSHIP.** Consultant agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Consultant while performing Services under this Agreement will be assigned to Principal as the sole and exclusive property of Principal and Principal's assigns, nominees, and successors, as well as any copyrights, patents, trade secrets, trademarks, or other intellectual property and property rights obtained by Consultant while performing Services under this Agreement. The parties deem the compensation described in this Agreement to be valid consideration for those assignments. Consultant shall make Principal aware of any new inventions or intellectual property advances. On request and at Principal's expense, Consultant agrees to help Principal obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Principal in completing any required application or registration. If Consultant fails to assist Principal in advancing these actions, Consultant is deemed to designate Principal as Consultant's agent-in-fact and Principal is authorized to act on behalf of Principal in pursuing any intellectual property rights.

Consultant waives any "Moral Rights" Consultant has, including but not limited to, any rights of integrity, paternity, disclosure and withdrawal, related to any assignment of intellectual property rights created by Services performed under this Agreement.

6. **SUCCESSORS AND ASSIGNS.** This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns, provided that Confidential Information of the Company may not be assigned without the prior written consent of the Company. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

7. **GOVERNING LAW.** Each Party irrevocably and unconditionally agrees (a) that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, irrespective of conflict of law rules, laws or principles; (b) that any suit or legal proceeding related to or arising from this agreement shall be brought in the Third District Court, Salt Lake City, Salt Lake County, State of Utah; (c) submits to the exclusive jurisdiction of such court; (d) waives any objection to the laying of venue in such court, including but not limited to any objection that such court is an inconvenient forum; and (e) consents to the removal and change of venue of any legal proceeding that is not brought in such court.
8. **REMEDIES.** The Consultant agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to the Company and in addition to any and all remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to injunctive relief (including, but not limited to any fees and costs associated, therein) against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written below.

**PRINCIPAL:**

*Karthik Raman*

Oct 11 2022

(date) \_\_\_\_\_

By: Karthik Raman, CEO  
Persist AI Formulations Corp.

**CONSULTANT:**

*Jason Heo*

Oct 11 2022

(date) \_\_\_\_\_

By: Jason Heo  
(mernstackdev729@gmail.com)