MUTUAL NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made the 03/07/2023 ("**Effective Date**") between

(1) Iron Cove Solutions ("**Company**"); and

(2) Benjamin Strawbridge ("**CLIENT**").

WHEREAS CLIENT and Company (each a "**Party**" and collectively "**Parties**") desire to disclose certain technical and/or commercial information to each other including any directors, officers, employees and consultants, in whatever form including, but not limited to, processes, strategies, data, know-how, trade secrets, designs, photographs, drawings, specifications, technical literature and other tangible and intangible information or material whether in oral, written, graphic or electromagnetic form on a confidential basis ("**Information**") in connection with the following: The business operations, strategy and plans of Iron Cove Solutions. ("**Purpose**");

THE PARTIES AGREE as follows**:**

1. Duty. For Information that is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), the Receiving Party shall do the following during the term of this Agreement, which is one (1) year commencing on the Effective Date, and during a period of two (2) years from the date of expiration or termination of this Agreement (as set out in clause 3 below):

(a) keep in strict confidence and in safe custody any Information disclosed to the Receiving Party by the Disclosing Party by exercising the same duty of care used to maintain as confidential the Receiving Party's own Information and at a minimum a reasonable duty of care;

(b) not use or exploit any Information other than for the Purpose;

(c) not copy or reproduce any or all of the Information except as is reasonably necessary for the Purpose; and

(d) not distribute, disclose or disseminate Information to anyone except persons as referenced in this Agreement who have a need to know such Information for the Purpose.

Persons who have a need to know may also include persons who are employed by or are consultants of the Receiving Party's parent company and of affiliates and subsidiaries that are under the control of the Receiving Party's parent company. The Receiving Party shall notify all such persons of the existence of this Agreement at the time the information is disclosed to them. The Receiving Party will make available a copy of this Agreement to such persons upon request. The Receiving Party agrees to cooperate with the Disclosing Party in the enforcement of this Agreement against such parent company, affiliates and subsidiaries.

The Receiving Party shall have no duty to so keep Information where the Receiving Party is required by law, judicial action, the rules or regulations of a recognised stock exchange, government department or agency or other regulatory authority to disclose Information, in which event the Receiving Party shall take all reasonable steps to consult and take into account the reasonable requirements of the Disclosing Party in relation to such disclosure and limit any disclosure to that required by such law, judicial action, rules or regulations.

The parties acknowledge that any information disclosed to the other, and any discussions held between them, prior to the execution of this Agreement are also subject to the terms of this Agreement.

For the avoidance of doubt, the provisions of this Clause shall survive any termination of the Agreement.

2. Exceptions. The Receiving Party's duty to maintain Information as confidential in accordance with the provisions of this Agreement shall not apply to any information which the Receiving Party can show to the Disclosing Party's reasonable satisfaction:

(a) was known to the Receiving Party (without obligation to keep the same confidential) at the date of disclosure of the Information by the Disclosing Party;

(b) is after the date of disclosure acquired by the Receiving Party in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Information;

(c) in its entirety was at the time of its disclosure in the public knowledge or has become public knowledge during the term of this Agreement otherwise than by reason of the Receiving Party's neglect or breach of the restrictions set out in this or any other agreement; or

(d) is independently developed by the Receiving Party without access to any or all of the Information.

3.   Termination and Renewal. This Agreement shall expire on the date which is one (1) year from the Effective Date unless terminated earlier upon written request by either Party for any reason. This Agreement shall not be renewed or extended unless in writing between the Parties.

4. Return of Information. On the earlier of either the date of expiration of the term of this Agreement, termination of this Agreement, or a written request of the Disclosing Party, the Receiving Party shall return or destroy (at the Receiving Party's option) any part of the Information that consists of original, and copies of, source material provided by it and still in the Receiving Party's possession. The Receiving Party shall destroy all other Information within thirty days of the expiration of the term of this Agreement or receipt of a written request of the Disclosing Party and shall provide written confirmation to the Disclosing Party to that effect.

5.   Exclusion of Warranties. All Information is provided "as is." Neither Party warrants the accuracy or completeness of any Information and all implied warranties or representations to that effect are hereby excluded, including, but not limited to implied warranties of fitness for a particular purpose or merchantability.

6.   Title.   Nothing in this Agreement shall be construed as granting or conferring any rights in title to or licence in respect of any Information. All Information shall remain at all times the property of the Disclosing Party. The Parties agree that nothing contained in this Agreement or any discussions, or the disclosure of Information under this Agreement will impair the rights of either party to make, procure, market, and/or sell any products or services which may be competitive with those offered by the other party.

7. Transactions and Press Releases. The disclosure of Information by the Disclosing Party will not create an obligation on either Party to enter into any further agreement between the parties or to proceed with any possible relationship or other transaction with any third party. Neither Party shall disclose the existence of this Agreement or issue any press releases relating to the Purpose to any third party without the other Party's consent. Nothing contained in this Agreement shall be construed as creating a joint venture, power of attorney, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

8. Waiver. Neither Party waives its future or other rights just because it does not strictly enforce certain rights it may have.

9. Remedies and Costs. Each party agrees that damages would not be an adequate remedy for any breach of this Agreement and the parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement. The cost or procuring the injunction, including reasonable attorney fees incurred, shall be paid or reimbursed by the party enjoined.

10. Notice. Any notice will be written in English and will be either delivered in person, or sent to the other Party by (a) postal mail, (b) facsimile (electronically confirmed and followed up immediately by postal mail), or (c) electronic mail (followed up immediately by postal mail). A notice is considered given when it is delivered. For the purposes of this Agreement, the address of each Party shall be:

For Company:

Attention: Patrick Monahan
Address: 8117 W. Manchester, #915
Playa Del Rey, CA 90293

Tel: 213.545.0601
E-Mail: Patrick@ironcovesolutions.com

11.   Entire Agreement. The Agreement describes the entire understanding between the Parties with regard to the disclosure of the Information relating to the Purpose. The Agreement supersedes all oral or

written agreements, understandings and representations between the Parties (whether made prior to or at the same time as the Agreement).

12. Non-Assignment. Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder, to any third party, except for purposes of sharing Information on a need to know basis as specified in this Agreement.

13. Controlling Law. The Agreement is made in, governed by and subject to the laws (other than the conflict of laws rules) of the State of California. Each Party submits to the exclusive jurisdiction of the courts of the country or state named above in relation to legal proceedings arising out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed.

Iron Cove Solutions **("Company")**	**Client (Legal Name):**
Signature:	Signature:
Patrick Monahan	*Benjamin Strawbridge*
Name: Patrick Monahan	Name: Benjamin Strawbridge
Title: CEO/Owner	Title: Product Manager
Date: 03/07/2023	Date: 03/08/2023
8117 W. Manchester Ave Suite 915 Playa Del Rey, CA 90293	Country or State of Incorporation:
	Principal Place of Business Address:
	7901 Cowan Ave

citrix | RightSignature

SIGNATURE CERTIFICATE

TRANSACTION DETAILS

Reference Number
36F9B50F-0225-4E48-A49D-F802CED6EB33

Transaction Type
Signature Request

Sent At
03/07/2023 12:57 EST

Executed At
03/08/2023 13:36 EST

Identity Method
email

Distribution Method
email

Signed Checksum
11102002fbea2844281beade91e50293c0430491f19f43f9339b502a406edb1c

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
NDA with iron cove and ben strawbridge

Filename
ics_mutual_nda_2017.docx

Pages
3 pages

Content Type
application/pdf

File Size
320 KB

Original Checksum
c5610f079a6f320dbe991aba3883ed506fe0e6911728a11860f0ea8bfeb9c674

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Ben Strawbridge **Email** ben@benstrawbridge.com **Components** 6	**Status** signed **Multi-factor Digital Fingerprint Checksum** 7aba242bf962d8cb60df841e2c6d550d055b1982c9664b5f6c5c6cdb68739c6e **IP Address** 69.152.133.5 **Device** Chrome via Mac **Typed Signature** *Benjamin Strawbridge* **Signature Reference ID** A9EF2099	**Viewed At** 03/08/2023 13:35 EST **Identity Authenticated At** 03/08/2023 13:36 EST **Signed At** 03/08/2023 13:36 EST
Name Patrick Monahan **Email** patrick@ironcovesolutions.com **Components** 3	**Status** signed **Multi-factor Digital Fingerprint Checksum** 9dd0cc8e3a81af2cdabad55cdecf456b08a9f8a121ea97d9f4197cfe09779dbe **IP Address** 108.184.11.130 **Device** Safari via Mac **Typed Signature** *Patrick Monahan* **Signature Reference ID** C3200FF9	**Viewed At** 03/07/2023 12:57 EST **Identity Authenticated At** 03/07/2023 12:58 EST **Signed At** 03/07/2023 12:58 EST

AUDITS

TIMESTAMP	AUDIT
03/07/2023 12:57 EST	Patrick Monahan (patrick@ironcovesolutions.com) created document 'ics_mutual_nda_2017.docx'

on Safari via Mac from 108.184.11.130.

03/07/2023 12:57 EST	Ben Strawbridge (ben@benstrawbridge.com) was emailed a link to sign.
03/07/2023 12:57 EST	Patrick Monahan (patrick@ironcovesolutions.com) viewed the document on Safari via Mac from 108.184.11.130.
03/07/2023 12:58 EST	Patrick Monahan (patrick@ironcovesolutions.com) authenticated via session on Safari via Mac from 108.184.11.130.
03/07/2023 12:58 EST	Patrick Monahan (patrick@ironcovesolutions.com) signed the document on Safari via Mac from 108.184.11.130.
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