

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

This Proprietary Information and Inventions Agreement (the “Agreement”) is made as of the 1st day of August 2024, by and between Kiwi Bar, Inc. d/b/a WIP Jar, a Delaware corporation with an address at 29 West 36th Street, New York NY, 10018 (the “Company”) and Bhargav Nallapu, an individual with an address at 320 E 22ND ST APT 2E (the “Subject Party”).

WHEREAS, the Subject Party is or will be a consultant or an employee of the Company and, as such, possesses and/or will possess intimate knowledge of the business and affairs of the Company (any employment or engagement between the Company and the Subject Party, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the “Engagement”); and

WHEREAS, in the course of the Subject Party’s Engagement with the Company, the Subject Party may have access to, develop or be provided with certain Proprietary Information (as hereinafter defined) which the Company has a legitimate business interest in protecting upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the Subject Party’s Engagement with the Company, the mutual promises contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Subject Party agree as follows.

1. Proprietary Information.

1.1 As used in this Agreement the term “Proprietary Information”, shall mean all information, whether or not reduced to written or recorded form, that is related to the Company’s actual or anticipated business, research or development, whether furnished by, received by or accessible through the Company or compiled, contributed or developed by the Subject Party, including, without limitation, all information relating or pertaining to designs, ideas, findings, products, inventions, discoveries, prototypes, equipment, customers, suppliers, samples, improvements, specifications, processes, procedures, marketing or promotion of products, know-how, test and other data, descriptions, formulas, budgets, projections, forecasts, strategies, reports, plans, research and development, notes, studies, contracts, software, and/or business policies or practices, whether disclosed to the Subject Party by plans, drawings, reports, sketches, photographs, graphs, or other written materials or documents, by conversation with Company employees or agents, by third parties to whom the Company owes a duty of confidentiality, by observation or inspection of physical objects or displays, or by any other method, all objects, documents and other materials which contain or otherwise reflect such information, and all analyses, compilations, studies, data or other records or documents prepared by or for the Subject Party which contain or otherwise reflect such information, and any information, whether marked confidential or not, derived by examination, testing or analysis of any such information.

1.2 Notwithstanding the foregoing, “Proprietary Information” shall be deemed not to include information that: (i) is now, or subsequently becomes, generally available to the public, other than as a result of a disclosure by the Subject Party; (ii) is lawfully disclosed to the

Subject Party with rights of disclosure by a source other than the Company, which source is not prohibited from disclosing such information pursuant to any legal, contractual or fiduciary obligation; (iii) is in the rightful possession of the Subject Party without confidentiality obligations at the time of disclosure by the Company as shown by the Subject Party's then-contemporaneous records kept in the ordinary course of business; or (iv) is independently developed by the Subject Party without use of or reference to the Company's Proprietary Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development. Proprietary Information shall not be deemed to be within the foregoing exceptions merely because it is (i) specific and embraced by more general information generally available to the public; or (ii) a combination which can be pieced together to reconstruct the Proprietary Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.

1.3 The Subject Party understands that the Subject Party's Engagement with the Company creates a relationship of confidence and trust between the Subject Party and the Company with respect to Proprietary Information. The Subject Party shall exercise the highest degree of care to safeguard the Proprietary Information from access or disclosure, and shall not use or disclose, or permit the use or disclosure of, any Proprietary Information or anything relating to it, in whole or in part, without the prior written consent of the Company except as may be necessary and appropriate in the ordinary course of performing the Subject Party's duties to the Company and in furtherance of the Company's best interests. In the event the Subject Party is required by law to disclose any Proprietary Information, the Subject Party shall give the Company reasonable prior written notice of such required disclosure in order to permit the Company to seek a protective order or to take appropriate actions to contest the disclosure and shall cooperate with the Company in seeking a protective order or any other efforts to maintain the confidentiality of the Proprietary Information. The Subject Party shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Proprietary Information by or through the Subject Party, or any other breach of this Agreement, and shall fully cooperate with the Company in every reasonable way to help regain possession of the Proprietary Information and prevent its further use or disclosure.

1.4 The Subject Party understands, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of the Subject Party's Engagement and thereafter, the Subject Party will hold all Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with the Subject Party's work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.5 The Subject Party shall not (a) remove any documents, media, tangible items, objects or any other materials (including, without limitation, source code, software, documents, books, drawings, blueprints, prototypes, models, records or other resources) containing or embodying Proprietary Information and/or Third Party Information (collectively, "Company Materials") from the business premises of the Company; (b) remove or maintain any copies of any such Confidential Materials outside of any electronic network the Company may

provide the Subject Party access to; or (iii) deliver any Company Materials to any person or entity outside the Company except as required to do so in connection with performing duties of the Subject Party's Engagement with the Company or with prior written consent of the Company.

1.6 All Company Materials, and all data, records, files, manuals, forms, materials, equipment, supplies, computer programs and other materials furnished to the Subject Party by the Company, used by the Subject Party on the Company's behalf, or generated, developed or obtained by the Subject Party during the course of the Subject Party's Engagement with the Company, either prior to the Effective Date or during the term thereof, shall be and remain the property of the Company. Upon termination of the Subject Party's Engagement with the Company, for any reason, or at any time prior thereto upon the Company's request, the Subject Party shall immediately (i) deliver to the Company all such property, including all copies, remaining in the Subject Party's possession or control, and shall confirm in writing that all such property has been returned; or (ii) in the case of electronic records or information, delete such records or information and certify the same to the Company.

2. Prior Obligations. The Subject Party represents that the Subject Party's Engagement with the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Subject Party prior or subsequent to the Engagement, and the Subject Party will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. The Subject Party will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client or employer of the Subject Party or any other party.

3. Ownership of Intellectual Property. In consideration of the Subject Party's Engagement with the Company the Subject Party hereby agrees as follows:

3.1 All Proprietary Information and all right, title and interest in and to patents, patent rights, copyright rights, mask work rights, trade secret rights, and other intellectual property and proprietary rights anywhere in the world (collectively "Rights") in connection therewith shall be the sole property of the Company. The Subject Party hereby assigns to the Company any Rights that the Subject Party may have or acquire in such Proprietary Information.

3.2 The Subject Party will promptly and fully disclose in writing to the Subject Party's immediate supervisor, or to any persons designated by the Company, all "Inventions" (which term includes, without limitation, improvements, inventions (whether or not patentable), discoveries, works of authorship, trade secrets, technology, algorithms, computer software, protocols, formulas, compositions, ideas, designs, processes, techniques, know-how and data) made or conceived or reduced to practice or developed by the Subject Party (in whole or in part, either alone or jointly with others) during the term of the Subject Party's Engagement. The Subject Party will also fully disclose to the Company Inventions conceived, reduced to practice, or developed by the Subject Party within twelve (12) months of the termination of the Subject Party's Engagement with the Company; such disclosures shall be received by the Company in confidence, to the extent they are not assigned in Section 3.3 below. The Subject Party will not disclose Inventions covered by Section 3.3 to any person outside the Company unless the Subject Party is requested to do so by an officer of the Company.

3.3 The Subject Party agrees that all Inventions the Subject Party makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during the Subject Party's Engagement with the Company shall be the sole property of the Company, except to the extent the Company otherwise agrees in writing after such Inventions are disclosed to the Company, and the Subject Party hereby assigns such Inventions and all Rights therein to the Company. The Company shall be the sole owner of all Rights in connection therewith.

3.4 The Subject Party acknowledges that all original works of authorship that are made by the Subject Party (solely or jointly with others) within the scope of the Subject Party's Engagement and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). To the extent any such original works of authorship are not by operation of law "works made for hire", such works shall be the sole property of the Company and are assigned by the Subject Party in accordance with Section 3.1 and 3.3 above.

3.5 The Subject Party agrees to perform, during and after the Subject Party's Engagement, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or the Subject Party's assignment with respect to Inventions in any and all countries. Such acts may include, without limitation, execution of documents and assistance or cooperation in legal proceedings. The Subject Party hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as the Subject Party's agents and attorneys-in-fact, with full power of substitution, to act for and in the Subject Party's behalf and instead of the Subject Party, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by the Subject Party.

3.6 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, the Subject Party hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. The Subject Party will confirm any such waivers and consents from time to time as requested by the Company.

3.7 The Subject Party understands that certain work the Subject Party performs in the course of the Subject Party's Engagement may be subject to a third-party contract or subcontract, the terms and conditions of which may require certain assignments of intellectual property to third parties. To the extent instructed by the Company, the Subject Party agrees to perform, during and after the Subject Party's Engagement, all acts deemed necessary or desirable by the Company to permit and assist the Company in abiding by the terms of such contract or subcontract, including, without limitation, by executing at the direction of the Company any assignment of Rights or Inventions to third parties.

3.8 The Subject Party has attached hereto as Attachment A a complete list describing with particularity all Inventions made by the Subject Party prior to the commencement

of the Engagement, whether owned solely by the Subject Party or jointly with another, that relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder (each, a "Prior Invention"), and the Subject Party acknowledges and agrees that such list is complete. If no such list is attached to this Agreement, the Subject Party represents that the Subject Party has no Prior Inventions at the time of signing this Agreement. If, in the course of the Engagement, the Subject Party incorporates into a Company product, process or machine any Prior Invention or any other technology or intellectual property rights owned by the Subject Party or in which the Subject Party has an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention or such other technology or intellectual property rights as part of or in connection with such product, process or machine. The Subject Party shall not incorporate any Prior Invention, or any Rights that are owned by any third party (including any Third Party Information), into any Inventions without obtaining the prior written consent of the Company.

3.9 The Subject Party understands that this Agreement does not, and shall not be construed to, grant the Subject Party any license or right of any nature with respect to any Invention or Rights or any Proprietary Information, materials, software, or other tools made available to the Subject Party by the Company.

4. Subject Party's Engagement. The parties hereto acknowledge that this is not an employment or a consulting agreement by and between the Subject Party and the Company, and any terms of employment or consulting relationship by and between the Subject Party and the Company is or shall be set forth on a separate agreement executed by the parties.

5. Representations and Warranties.

5.1 The Subject Party represents and warrants to the Company that its performance of all of the terms of this Agreement does not and will not breach any agreement the Subject Party has entered into, or will enter into with any third party, including, without limitation, any agreement to keep in confidence proprietary information acquired by the Subject Party in confidence or in trust prior to commencement of the Engagement. The Subject Party agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

5.2 The Subject Party certifies and acknowledges that it has carefully read all of the provisions of this Agreement and that it understands and will fully and faithfully comply with such provisions.

6. Non-Competition; Non-Solicitation.

6.1 The Subject Party agrees that so long as the Subject Party is engaged by the Company, the Subject Party shall not to engage or become interested, directly or indirectly, as an owner, partner, consultant, representative, agent, officer, director, or through stock or other equity ownership, investment of capital, lending of money or property, rendering of services, or otherwise, whether alone or in association with others, in any business that is in competition with the business of the Company as such business is conducted or is proposed to be conducted within

the United States. Notwithstanding the foregoing, the Subject Party may own not more than five percent (5%) of the outstanding capital stock of any publicly traded corporation which is engaged in any business, including a business in which the Subject Party would be prevented from participating by the immediately preceding sentence.

6.2 The Subject Party agrees that so long as the Subject Party is engaged by the Company, and for a period of twenty-four (24) month after termination of the Subject Party's Engagement with the Company, for any reason, the Subject Party shall not directly or indirectly, induce or attempt to induce: (i) any employee or consultant of the Company to leave the Company for any reason; (ii) any current or former employee or consultant of the Company to breach any agreement with the Company; or (iii) induce or attempt to induce any customer or vendor of the Company, or prospective customer or vendor of the Company to reduce, terminate or not enter into a relationship with the Company, as applicable.

7. Non-Disparagement. From and after the Effective Date and following termination of the Subject Party's Engagement with the Company, the Subject Party agrees not to make any statement that is intended to become public, or that should reasonably be expected to become public, and that criticizes, ridicules, disparages or is otherwise derogatory of the Company, any of its subsidiaries, affiliates, employees, officers, directors or stockholders.

8. Miscellaneous.

8.1 No Waiver. No delay or omission in enforcing any of the terms of this Agreement shall be deemed a waiver of the right to enforce such terms. Any waiver of a breach of this Agreement shall not constitute a waiver as to any future breach.

8.2 Notice. Notices under this Agreement shall be in writing and shall be deemed validly given if delivered by hand or post (with proof of posting) to the attention of the undersigned individual at the address written above, and shall be deemed served upon the date of dispatch.

8.3 Remedies. The Subject Party acknowledges and agrees that the Subject Party's services are personal and unique and that any breach or attempted or threatened breach of this Agreement or any provision thereof could result in irreparable injury to the Company for which there would be no adequate remedy at law. The Company's remedies at law for the Subject Party's breach of the obligations of this Agreement will be inadequate. The Company shall be entitled to equitable relief, including, without limitation, injunctive relief and specific performance, in addition to any other available remedies, and the Subject Party hereby waives any requirement for security or posting of any bond in connection with any such remedy.

8.4 Survival. The Subject Party agrees that the Subject Party's obligations under this Agreement shall continue in effect after termination of the Subject Party's Engagement, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on the part of the Subject Party.

8.5 Subsequent Engagements. So long as the Subject Party is bound by any provisions of this Agreement, the Company shall have the right to provide this Agreement to any

person or entity on whose behalf the Subject Party is performing services, including, without limitation, any subsequent employer, and to inform any such person or entity of the existence and terms of this Agreement.

8.6 Attorneys' Fees. Should any party to this Agreement retain counsel for the purpose of enforcing any provision of this Agreement, or to prevent the breach of any provision or for damages by reason of any alleged breach of any provision thereof, for a declaration thereof of such party's rights or obligations thereunder or for any other judicial remedy, then, if said matter is resolved by judicial determination or arbitration proceedings, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, without limitation, reasonable attorneys' fees. As used herein, the "prevailing party" means the party in whose favor the final decision is rendered.

8.7 Successors and Assigns. This Agreement shall be binding upon the parties and their respective successors and permitted assigns; provided, however that the Subject Party shall not have the right to transfer or assign the Subject Party's interest or obligations in this Agreement without the prior written consent of the Company.

8.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of the County of Erie in the State of New York.

8.9 Severability. In the event any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, such court shall have the power, and is hereby authorized and requested, to limit such scope, duration or area of applicability, or all of them, so that such term or provision is not overly broad, and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement, and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

8.10 Defend Trade Secrets. Notwithstanding the foregoing, nothing herein shall preclude the Subject Party's right to communicate, cooperate or file a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower or similar provisions of any such law or regulation; provided that in each case such communications and disclosures are consistent with applicable law. Nothing herein shall preclude the Subject Party's right to receive an award from a Governmental Entity for information provided under any whistleblower or similar program. The Subject Party 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 in confidence to a federal, state or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. The Subject Party 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 in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. If the Subject Party files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Subject Party may disclose the trade secret to the Subject Party's attorney and use the trade secret information in any related court proceeding, provided that the Subject Party files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

8.11 Modification. This Agreement can only be modified by a subsequent written agreement executed by the Subject Party and an officer of the Company.

8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.13 Advice of Counsel. THE SUBJECT PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, IT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed or caused this Agreement to be signed as of the date first above written.

THE COMPANY:

KIWI BAR, INC. D/B/A WIP JAR

By: Brandon Cohn

Name: Brandon Cohn

Title: Chief Executive Officer

SUBJECT PARTY:



Bhargav Nallapu

**[SIGNATURE PAGE TO
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT]**

ATTACHMENT A

The following is a complete list of Prior Inventions relevant to the subject matter of the Subject Party's Engagement with the Company that have been made, conceived, developed or first reduced to practice by the Subject Party (in whole or in part, either alone or jointly with others) prior to the commencement of the Subject Party's Engagement with the Company.

☐ No Prior Inventions

☐ See below:

☐ Additional sheets attached

SUBJECT PARTY:

[REDACTED]