

MUTUAL NON-DISCLOSURE AGREEMENT/PRODUCT ENGINEER INTERNSHIP

This Agreement is entered into by and between **Tindoori Labs** and **Yuchen Wu**

1. Purpose. The parties wish to explore a potential business opportunity of mutual interest. In connection with this opportunity either party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain confidential information, as herein defined, which the Disclosing Party desires the Receiving Party to treat as confidential.

2. "Confidential Information" means any information Disclosing Party discloses to Receiving Party, either directly or indirectly in writing, orally, or by inspection of tangible objects, including without limitation, trade secrets, business plans, financial plans or arrangements, documents, data, products, prototypes, or samples. Each party may disclose the other party's Confidential Information to its employees, agents, advisors, collaborators and consultants, and to its affiliates' employees, agents, advisors, and collaborators and consultants, who have a need to know such information and are bound by obligations of confidentiality and non-use similar to those herein. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. In order to be deemed confidential, the information shall be supplied or made available to the Receiving Party by or on behalf of the Disclosing Party and identified as being confidential.

3. Confidential Information shall not include any information which Receiving Party can establish by written documentation: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Receiving Party by Disclosing Party; (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party by Disclosing Party through no action or inaction of Receiving Party; (iii) is in the possession of Receiving Party, without confidentiality restrictions at the time of disclosure; or (iv) is developed by or on behalf of Receiving Party independent of and without the use of the Confidential Information of Disclosing Party, as shown by written records prepared contemporaneously with such independent development.

4. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to evaluate and engage in discussions concerning the potential business relationship between the parties. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties or to its employees, agents, or advisors, except to those employees, agents, or advisors of the Receiving Party, who are required to have access to such Confidential Information in order to evaluate or engage in discussions concerning the contemplated business relationship.

5. In the event the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to the order or requirement of a court or judicial body, administrative agency, or other governmental body, or as otherwise required by law, the Receiving Party shall provide notice to Disclosing Party so that Disclosing Party is afforded the opportunity to obtain a protective order or other remedy and if required to disclose, Receiving Party shall only disclose

such Confidential Information to the extent required.

6. Maintenance of Confidentiality. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of Disclosing Party's Confidential Information as Receiving Party takes to protect its own confidential information of a similar nature.

7. No Obligation. Nothing herein shall obligate either party to proceed with any transaction, business opportunity, or business relationship between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the potential business opportunity or relationship. No agency, partnership, joint venture, or other joint relationship is created by this Agreement.

8. Warranties. Each party hereto warrants to the other party that (i) it has the right to disclose the Confidential Information disclosed by such party hereunder and (ii) it has the right to enter into this Agreement without any breach of its obligations to others. Except as expressly provided in Section 8, all confidential information is provided "as is." Neither party makes any warranties, express, implied, or otherwise, regarding its accuracy, completeness, or performance.

9. Return of Materials. Upon the Disclosing Party's request, the Receiving Party shall promptly return all tangible items embodying Confidential Information of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may retain one (1) archival copy of any written or photographic Confidential Information, which Receiving Party may use in connection with its legal obligations hereunder.

10. No License. Except as expressly provided herein, nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, or other proprietary rights of the Disclosing Party, nor shall this Agreement grant to the Receiving Party any rights in or to Confidential Information.

11. Term. The Receiving Party shall maintain the confidentiality of all Confidential Information for a period of one (1) year following the termination of this Agreement.

12. Miscellaneous. This Agreement shall bind and insure to the benefit of the parties hereto and their successors and assigns. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that either party may assign this Agreement without the other party's consent to an affiliate, subsidiary, or any successor in business. This Agreement shall be governed by the laws of the State of Pennsylvania without reference to conflict of laws principles. This Agreement supersedes all prior oral or written agreements or communications between the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, and both together shall constitute one and the same instrument.

14. Deployment Coordinator 1 Internship. The agreements of nondisclosure apply to all points of strategy, deployment operation information, and otherwise sensitive information pertinent to Tindoori Labs. The deployment coordinator 1 internship is a stepping stone to the deployment coordinator 2 internship which takes place Summer 2023. Deployment coordinator 1 internship is a Springtime internship that has pertinent logistics responsibilities and will cover a relatively wide scope of skills/problems. You will be contacted early in the week to gauge upcoming logistics and problem solve on projects. Confidentiality will be fully necessary, as it is crucial restricted information does not reach the public. Breaching confidentiality and nondisclosure agreements will result in termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the last date noted below.

Tindoori Labs

Initial: _____

Name: _____

Title: ____Product engineer internship_____

Date: _____