

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter the “Agreement”) was entered on Feb 14 2023 by and between:

On the one part, Lumionix, Inc (hereinafter – **Disclosing Party**), a company duly organized under the laws of United States of America, registered address: 651 N Broad St, Suite 206, Middletown, Delaware, 19709; e-mail: nazmus@lumionix.com represented by its CEO Nazmus Sakib and on the other part, Nghi Le (hereinafter **Receiving Party**) freelancer from Upwork.com.

In the course of this Agreement both the parties to the Agreement mentioned above have been individually referred to as “Party” and jointly as “Parties”;

This Agreement shall be effective from the date of first disclosure of the Confidential information or the date of this Agreement mentioned herein below, whichever occurs first (“Effective Date”) and be valid till the termination of this Agreement.

The parties herein intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them.

In the course of such business relationship, there shall be discussions and negotiations relating to the business and which shall necessitate **Disclosing Party** to disclose or deliver to the **Receiving Party** certain trade secrets or confidential or proprietary information for the purposes of enabling the **Receiving Party** to perform its obligations and exercise its rights. As such, the parties herein agree that this Agreement will govern the parties’ respective obligations regarding such information.

NOW THESE TERMS ARE AGREED UPON BY THE PARTIES:

1. **Disclosing Party** enters into an agreement with the **Receiving Party** herein regarding confidential information that may be disclosed to the said respondent to enable continuous and smooth running of business governed by the **Disclosing Party**. “Confidential Information” in this context means any business and/or technical information written and/or oral relating to **Disclosing Party’s** business affairs or technology including but not limited to financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property and any other information which becomes known to the **Receiving Party**.
2. With respect to the Confidential Information provided under this Agreement, the **Receiving Party**, their principals, officers, representatives and/or any other person affiliated to them shall at all times uphold

confidentiality to the highest standard, ensuring that standard is no less than a reasonable degree of care. The responsibility for the affiliated people's actions is held by the **Receiving Party**.

3. The **Receiving Party** shall restrict disclosure of the confidential information strictly to those persons with a "need to know" basis. The **Receiving Party** shall ensure that such persons are made aware of the restrictions contained herein regarding the use of the confidential information ensuring that such persons are informed that they are bound by a confidentiality agreement with the **Receiving Party** in terms similar to those in this agreement.

4. The **Receiving Party** shall not at any time copy, reproduce or modify any confidential information without the prior written consent of **Disclosing Party**.

5. The **Receiving Party** shall not at any time publish any of the contract content i.e., image dataset or source-code or design or any developments resources at any online platform portfolio without the prior written consent of **Disclosing Party**.

6. copy, reproduce or modify any confidential information without the prior written consent of **Disclosing Party**.

7. The **Receiving Party** shall not at any time use the confidential information availed to them, in whole or in part, to compete with **Disclosing Party** or otherwise in detriment to the interests, including financial, of **Disclosing Party** including but not limited to with the help of third parties.

8. If there is an unauthorized disclosure or loss of any of the Confidential Information by **Receiving Party** or any of its Representatives, **Receiving Party** will promptly, at its own expense, notify **Disclosing Party** in writing and take all actions as may be necessary or reasonably requested by **Disclosing Party** to minimize any damage to the **Disclosing Party** or a third party as a result of the disclosure or loss.

9. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

10. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation and remunerate all material and intangible damages.

11. The **Receiving Party's** obligations to maintain the confidentiality shall not apply to any confidential information that can be verified to have been in its possession at the time of disclosure, was readily available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the **Receiving Party**.

12. The confidential information disclosed herein shall not hinder either party from entering into any further agreement or negotiation with the other for any proposed business transaction or to refrain either of the parties from entering into an agreement with any other party.

13. All materials and confidential information furnished under this agreement shall remain the sole property of **Disclosing Party** (or the third party from which **Disclosing Party** obtained such material or confidential information).

14. Upon a written request from **Disclosing Party**, the **Receiving Party** shall cease using and promptly return to **Disclosing Party** all copies of any confidential information. In the case of electronic copies that cannot be returned, they shall be completely erased and destroyed. Upon the written request of **Disclosing Party**, the **Receiving Party** shall certify in writing that the **Receiving Party** has complied with the obligations set forth in this paragraph.

15. This Agreement will terminate on the earlier of: (a) the written agreement of the parties to terminate this Agreement.

16. This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior and future agreements or understandings, written or oral, between the parties with respect thereto.

Signatures of the Parties:

[illegible]