

## **Visitor Non-Disclosure Agreement**

During your visit to this Luxpacity facility, you may receive information that is not known to the public (“Confidential Information”) relating to Luxpacity, Inc. and/or an entity that controls, is controlled by or is under common control with such company (collectively, “Luxpacity Inc.”). Confidential Information may concern, among other things, Luxpacity’s technology, facilities, assets, systems, customers, vendors, business plans, finances and other information, which should be reasonably considered as confidential. Confidential Information may be contained in tangible materials such as drawings, data, specifications, reports and computer programs or may be unwritten knowledge. As a growing, high technology company, Luxpacity must protect Confidential Information against unauthorized use and disclosure.

In consideration of Luxpacity’s willingness to allow you to visit its facilities, you agree **(i)** all Confidential Information will remain Luxpacity’s exclusive property, **(ii)** you will not use Confidential Information for any purpose whatsoever, **(iii)** you will not disclose Confidential Information to any individual, company or other third party, **(iv)** you will restrict the possession, knowledge and use of Confidential Information to those employees and subcontractors who have a need to know the specific Confidential Information and you will ensure compliance on the part of these parties with this agreement, **(v)** you will notify Luxpacity immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this agreement, and **(vi)** upon Luxpacity’s request, you will deliver to Luxpacity all materials containing Confidential Information and, at our option, provide Luxpacity with a written certification of compliance. You also agree that you will not disclose any information to Luxpacity that is confidential or proprietary to you or any other person or company. Your obligation to comply with this agreement will continue for five (5) years from the execution date below.

If a provision of this agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this agreement that can be given effect without the invalid provision. Further, all terms and conditions of this agreement will be fully deemed enforceable permissible under applicable law, and, when necessary, the court is requested to reform all terms or conditions to give them such effect.

Luxpacity is relying upon your promise to comply strictly with this agreement. Any violation of this agreement may cause substantial and irreparable harm to Luxpacity. Accordingly, without limiting any other available remedies, this agreement is specifically enforceable by Luxpacity. This agreement will be construed in accordance with the internal laws of the State of California.