



ESPRESSIF

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as "Agreement") is made and entered into, as of Apr. 23, 2024 ("Effective Date"), by and between:

Espressif Systems (Shanghai) Co., Ltd., a corporation organized under the laws of the People's Republic of China, having its address at Suite 101, Block 2, 690 Bibo Road, Zhangjiang Hi-tech Park, Pudong New Area, Shanghai, China (201203), including its Affiliates, ("**Espressif**");

and

SKYFARM, co., a corporation organized under the laws of S. Korea (name of the Registered Country), having its principal business address at 22, Bijein Tongyeong Gyeongnam-do, Republic of Korea including its Affiliates, ("**Company**")

Espressif and Company shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties may disclose to each other certain confidential information under the limited Purpose set forth in this Agreement, and desire to keep and protect such information in strict confidentiality in accordance with the terms and conditions herein;

THEREFORE, in consideration of the mutual premises, agreements and obligations of the Parties set forth herein, the Parties hereby agree as follows:

1. Definition

- 1.1 **Purpose.** Espressif and Company wish to explore a potential business opportunity in relation to IOT Thermometer project/product (the "Purpose"). The parties wish to prevent unauthorized use or disclosure of Confidential Information (as defined below) that may be disclosed to each other in connection with the Purpose.
- 1.2 **Discloser** refers to the party that owns and/or discloses Confidential Information hereunder;
Recipient refers to the party that receives and/or accesses Confidential Information hereunder.
- 1.3 **Confidential Information** refers to information of all kinds and in whatever form, tangible or intangible, including but not limited to: (a) any technical and non-technical information related to a Party's business and current, future and proposed products and services, research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans, such as semiconductor designs, semiconductor technology, processes, data, computer programs, software and documentation, know-hows, developments, algorithms, other types of designs, techniques, strategies; (b) any information conveyed by Discloser to Recipient in writing, oral, visual, electronic or by any other means which is marked as "confidential" or "proprietary"; (c) the existence and nature of this Agreement.
- 1.4 "**Affiliates**" of a Party shall refer to a company that through its chain of ownership is majority-



owned and controlled by a Party.

2. Exception

Confidential Information shall not include information:

- 2.1 which is in the public domain through no breach of any confidentiality obligation;
- 2.2 which the Recipient can prove, as evidenced by its documents, that it was known to itself prior to disclosure by the Discloser, or was independently developed by the Recipient without the use of the Confidential Information;
- 2.3 which has been disclosed to the Recipient by a third party, without breaching any confidentiality obligation.

3. Protection of Confidential information

Each Party, including its Affiliate, agrees that it will not, without the written consent of the other Party, disclose (i) the subject matter or terms of this Agreement or (ii) the nature or existence of discussions between the Parties. Recipient hereby acknowledges and agrees that the Confidential Information is a valuable, special and unique asset of Discloser. Accordingly, Recipient agrees that it:

- 3.1 shall keep the Confidential Information in strict confidence and restrict the possession, knowledge and use of Confidential Information to its directors, employees, contractors, professional advisers (collectively, "Personnel") who (i) have a need to know Confidential Information in order to accomplish the purpose herein, and (ii) are informed of the confidential nature of the Confidential Information, and (iii) have agreed in writing to be bound by an obligation of confidentiality as required by or no less strict than the terms and conditions set forth in this Agreement. And Recipient agrees to be jointly and severally liable for any type of violation of this Agreement committed by its Personnel;
- 3.2 shall not use the Confidential Information for any purpose fall outside of Article 1;
- 3.3 shall use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance (but in no event less than reasonable care) to prevent unauthorized use, disclosure, publication or dissemination of the Confidential Information;
- 3.4 shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects comprising Confidential Information of Discloser without prior written authorization from Discloser; and
- 3.5 shall not use the Confidential Information to file any patent, trademark, copyright and other intellectual property right application or interfere with such application that has been or may be filed by Disclose.
- 3.6 shall give Discloser prompt notice in case of any requirement to disclose the Confidential Information by the order of a governmental agency or legislative body or a court of competent jurisdiction, so that Discloser has an opportunity to defend or protect such disclosure.

4. Return or Destroy

Upon the request by Discloser or the completion of the business transaction or relationship with



respect to which any Confidential Information was disclosed to Recipient in each instance, Recipient shall return or destroy all copies, recording and tangible manifestations of the Confidential Information thereof, that is in the possession, custody or control of Recipient and promptly cease any further use of the Confidential Information, and shall provide Discloser with a written proof of deletion or destruction signed by its authorized representative.

"Data carriers - including copies or other reproductions of Information stored on them - purchased by one Contract Partner from the other Contract Partner or needed by the Contract Partner to meet documentation obligations resulting from an agreement between the Contract Partners or statutory regulations are exempted from the return obligation. Also exempted from the return obligation are automatically generated backups provided that the Contract Partner receiving Information shall make no further use of such backups, to which he hereby explicitly commits himself."

5. Ownership

The title, interest and ownership of Confidential Information and any copies or abstracts made thereof shall remain the property of Discloser. Each Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly granted or imposed herein are granted or to be implied in this Agreement. No licenses express or implied, by estoppel or otherwise, to any intellectual property rights are granted herein. Nothing herein contained will be deemed to create an agency, joint venture, partnership or fiduciary relationship between the Parties hereto.

6. No representation and Warranty

Each Party understands and acknowledges that Confidential Information is provided "AS IS" with no warranties whatsoever, including any warranty of merchantability, non-infringement, fitness for any particular purpose. All liability, including liability for infringement of any proprietary rights, relating to use of information in this agreement is disclaimed.

7. Term and Termination

This Agreement enters into force upon signature or chopped by the Parties, but shall apply retroactively to all information exchanged between the Parties prior to effective date and shall remain in force throughout the term of the Purpose. If the Parties subsequently enter into a business relationship, the duty to keep confidential shall apply to such business relationship and its term shall be extended accordingly. This Agreement shall be terminated 3 (three) years after the later of the Purpose having been accomplished or the business relationship having been terminated.

8. Remedies

Parties acknowledges that the Discloser shall be entitled to any and all injunctive or other equitable relief by a court of appropriate jurisdiction or the designated arbitral institution. The defaulting party shall reimburse the non-defaulting party for all the reasonable and actual costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such arbitration/litigation and Discloser shall be entitled to punitive damages as awarded by the court.

9. Governing Law and Settlement of Disputes

This Agreement shall be governed by and interpreted under the laws of the People's Republic of China. Any and all disputes, controversies and conflicts between the Parties in connection with this Agreement and the performance of the obligation set forth herein shall be settled amicably by good

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faith negotiations between the Parties within thirty (30) days after written notice of such dispute, controversy or conflict has been given by one Party to the other Party. In the event of the failure of such amicable settlement, any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by litigation in the People's Court of Pudong New District at Shanghai, China. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to matters discussed herein and supersedes all prior communications and agreements relating to the subject matter hereof. No failure or delay by the each Party in exercising any right, power or privilege hereunder shall operate as a waiver hereof; all waivers shall be in writing signed by each Party. No modification of this Agreement shall be binding on either Party unless embodied in writing and signed by both Parties. If any portion of the Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

11. Counterparts.

This Agreement may be transmitted by original, facsimile or email, the facsimile or email copy with the signature of the authorized representative of Parties shall be legal binding. If required to transmit the original by courier, the following information shall be provided:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the Effective Date. By signature below, the undersigned representative of Parties warrants and represents that he or she has full authority to execute this Agreement on the Party's behalf and to bind Party to the terms hereof.

Espressif Systems (Shanghai) Co., Ltd.

Signature:

Printed Name: Stanza Wang
Title: Deputy General Manager



SKYTARM Co., Ltd.

Signature:

Printed Name: Dahyun Choi
Title: Director

