



## NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the “**Agreement**”) is made and entered into between the Disclosing Party and the Recipient, referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**,” as of the Effective Date. The capitalized terms contained in the preceding sentence and elsewhere in this Agreement are as defined in the text of this Agreement or in Exhibit A to this Agreement.

**WHEREAS**, in connection with one or more proposed transactions (collectively, the “**Proposed Transaction**”), one Party desires to disclose (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) certain oral and written information and material concerning the business of such Disclosing Party and/or one or more of its affiliates, including, but not limited to, financial information, information regarding assets and liabilities, products, services, ideas, concepts, strategies, processes, customer, employee and contract information, research and development and other information, together with any other information disclosed by a Disclosing Party to Recipient and marked as confidential (such information and material of any Party and/or any of its affiliates, together with any Proposed Transaction contemplated by the Parties, is hereinafter referred to as “**Confidential Information**”); and

**WHEREAS**, since the Disclosing Party desires to preserve the confidentiality of its Confidential Information, the Disclosing Party is willing to disclose such Confidential Information to the Recipient only on the conditions, and subject to the restrictions, set forth in this Agreement as to the use and disclosure of such Confidential Information;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

1. **Nondisclosure/Nonuse.** Recipient hereby agrees to treat all Confidential Information of the Disclosing Party as confidential and such Recipient shall not release, publish, reveal or disclose, directly or indirectly, any of the Disclosing Party’s Confidential Information to any other person or entity, except as expressly set forth in this Agreement, without first obtaining the written consent of such Disclosing Party. Recipient hereby agrees that the Confidential Information of the Disclosing Party shall be used only for the purposes set forth in this Agreement and shall not be used by Recipient in any other manner.

2. **Disclosure to Certain Parties.** Notwithstanding the foregoing, Recipient may disclose certain Confidential Information of the Disclosing Party on a “need to know” basis to those persons who are actively and directly participating in the evaluation of the Proposed Transaction

and who are directly under Recipient’s control; provided, however, that all such persons shall be directed and required by Recipient to, and Recipient shall cause all such persons to, use such Confidential Information of the Disclosing Party only in accordance with the terms of this Agreement. Recipient shall promptly advise Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

3. **Copying Confidential Information.** Recipient shall not make, or permit to be made, except in furtherance of the purposes set forth in this Agreement, any copies, abstracts or summaries of any of Disclosing Party’s Confidential Information. The Disclosing Party shall retain title to all such copies, abstracts or summaries and copies thereof.

4. **Safeguard.** Recipient agrees to take adequate precautions (which shall be at least as stringent as those used by Recipient with respect to its proprietary materials and, in any event, no less than reasonable), including the establishment of appropriate procedures and disciplines to safeguard the confidential nature of the Disclosing Party’s Confidential Information; provided, however, that Recipient shall not be liable for the disclosure of such information that:

- a. is developed by Recipient independent of the Disclosing Party and the Disclosing Party’s Confidential Information, as evidenced by written or electronic documentation;
- b. has passed into the public domain through no act or omission of Recipient in violation of this Agreement;
- c. is lawfully received by Recipient from a third party that, to Recipient’s knowledge after due inquiry, does not breach an obligation of confidentiality relating to such information; or
- d. is required to be disclosed by Recipient pursuant to an order issued by a court of law or any federal, state or municipal regulatory or administrative agency or any other applicable law or legal process.
- e. In the event that the Recipient is required by applicable law or legal process to disclose any of Disclosing Party’s Confidential Information, the Recipient agrees that it will provide the Disclosing Party with prompt notice of such requirement in order to (i) enable the Disclosing Party to seek an appropriate protective order or other remedy, (ii) consult with the Recipient with respect to taking steps to resist or narrow the scope of such request or legal process, and (iii) allow the Disclosing Party, in its sole discretion, to waive compliance, in whole or in part, with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the Disclosing Party waives compliance with the terms of this Agreement, the Recipient shall use its reasonable best efforts to disclose only that portion of any of Disclosing

Party's Confidential Information which the Recipient is advised by its counsel is legally required and will exercise its reasonable best efforts to ensure that all Disclosing Party's Confidential Information so disclosed will be accorded confidential treatment.

5. **Return of Confidential Information.** If the Proposed Transaction does not materialize or upon the written request of Disclosing Party, Recipient shall promptly return to Disclosing Party, all writings, documents, and materials containing the Disclosing Party's Confidential Information. All other material whatsoever prepared by Recipient or any of its representatives based on the Disclosing Party's Confidential Information will be destroyed upon written request and such destruction will be certified in writing to Disclosing Party by an authorized person of Recipient supervising such destruction. Any oral Confidential Information of the Disclosing Party will continue to be subject to the terms of this Agreement. Whether or not any Proposed Transaction is consummated between Recipient and Disclosing Party shall in no way affect the covenants of Recipient as set forth in this Agreement.

6. **Announcements.** Each Party shall not make any announcements or press releases concerning the Proposed Transaction until the Parties mutually agree to do so, unless required by law, in which case reasonable prior notice thereof shall be given to the other Party.

7. **Attorney's Fees.** In the event either Party finds it necessary to employ legal counsel or to bring an action at law or equity or other proceedings against the other Party to enforce any of the terms, covenants or conditions of this Agreement, the Party prevailing in any such action or other proceedings shall be entitled to recover all reasonable attorneys' fees and costs from the other Party.

8. **Applicable Law.** This Agreement and the rights of the Parties shall be governed and construed in accordance with the laws of Texas.

9. **No Representations or Warranties.** Recipient acknowledges that neither Disclosing Party nor any of its officers, directors or other representatives make any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information of such Disclosing Party, and such Recipient agrees that none of such persons shall have any liability to Recipient or any of its representatives relating to or arising from the use by Recipient or its representatives of any Confidential Information of such Disclosing Party or for any errors therein or omissions therefrom. Recipient also agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information of the Disclosing Party and that Recipient shall be entitled to rely solely on such representations and warranties regarding Disclosing Party's Confidential Information as may be made to Recipient in any definitive written agreement relating to any Proposed Transaction, subject to the terms and conditions of such agreement.

10. **Specific Performance.** The Recipient understands and agrees that remedies at law would be inadequate in the case of any breach of the provisions of this Agreement and agrees that Disclosing Party will be entitled to equitable relief, including without limitation the remedy of

specific performance, without posting of bond or other security, with respect to any breach or attempted breach by Recipient of any such provisions.

11. **No Obligation.** Unless and until a definitive written agreement with respect to a Proposed Transaction has been fully executed and delivered, no Party has any legal obligation of any kind whatsoever with respect to any Proposed Transaction by virtue of this Agreement or any other written or oral expression with respect to such a Proposed Transaction or any alleged or actual partial performance related to a Proposed Transaction, except, in the case of this Agreement, for the matters specifically agreed to herein.

12. **Survival.** This Agreement and the rights and obligations contained herein shall terminate upon the earlier of (a) the Term or (b) the execution and delivery of a definitive written agreement between the Parties with respect to any Proposed Transaction.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the date first above written.

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**RECIPIENT:**

Signature: Don Zhang

Name: Don Zhang  
Title: Individual  
Address: Passport # IN354901

**DISCLOSING PARTY:**

Signature: Sara Phillips

Name: Sara Phillips  
Title: Talent Acquisition  
Company: SunCore Digital LLC  
Address: 14205 SE 36th Street Suite 100 Bellevue, WA 98006

Date: 12/2/2025