Mutual Non - Disclosure Agreement

This Mutual Non Disclosure Agreement (this "**Agreement**"), effective _____ ("**Effective Date**"), is entered into by and between Nano Net Technologies Inc. ("**Trail**") located at the address set forth on the signature page hereto or otherwise provided to the Counterparty and _____, ("**Counterparty**") located at the address set forth on the signature page hereto or otherwise provided to the Trail. Each party is herein referred to individually as a "**Party,**" or collectively as the "**Parties**". In connection with the disclosure of the Trail's Confidential Information to the Counterparty, the Trail is deemed the "**Discloser**" under this Agreement and the Counterparty is deemed the "**Recipient**". Conversely, in connection with the disclosure of the Counterparty's Confidential Information to the Trail, the
Counterparty is deemed the "**Discloser**" under this Agreement and the Trail is deemed the "**Recipient**". In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. **PURPOSE**

The Parties wish to explore a business opportunity of mutual interest with respect to the proprietary products and services made available by Trail under the "Trail" name and brand, including any related software, platforms, technology and documentation (collectively, the "Trail Products") (the "**Opportunity**"), and in connection with the Opportunity, Discloser has disclosed, and may further disclose to Recipient certain confidential technical and business information that Discloser desires Recipient to treat as confidential. Without limiting the foregoing, the Opportunity shall include the matters, if any, set forth in the Appendix attached hereto.

2. **CONFIDENTIAL INFORMATION**

A. *Definition*. "**Confidential Information**" means any information disclosed by Discloser to Recipient, including any information disclosed prior to the Effective Date, either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, hardware, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment), whether or not designated as "confidential" at the time of disclosure. Confidential Information may also include information of a third party that is in Discloser's possession and is disclosed to Recipient under this Agreement.

Without limiting the foregoing, Confidential Information shall include the items, if any, set forth in the Appendix attached hereto. Unless the Parties mutually consent to the contrary, Confidential Information also includes the existence of this Agreement and its terms and the fact that Recipient is evaluating Discloser's Confidential Information.

B. *Exceptions*. Confidential Information shall not, however, include any information that: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Recipient by Discloser; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Recipient by Discloser through no action or inaction of Recipient; or (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Discloser to Recipient as shown by Recipient's then- contemporaneous written files and records kept in the ordinary course of business. (iv) is any system, process, know-how or software developed by the Recipient during the term of this agreement.

C. *Compelled Disclosure*. If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Discloser prompt written notice of such disclosure and will assist Discloser in seeking a protective order or another appropriate remedy. If Discloser waives Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

3. **NON-DISCLOSURE**

Recipient shall not disclose any Confidential Information or permit any Confidential Information to be disclosed to any third party without Discloser's prior written consent. Recipient shall not disclose Confidential Information or permit the disclosure of Confidential Information to its employees, except that Recipient may disclose Confidential Information to employees provided that such employee has signed a non-use and non-disclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such employee. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody the Confidential Information.

4. **MAINTENANCE OF CONFIDENTIALITY**

Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures it employs to protect its own most highly confidential information. Recipient shall not make any copies of the Confidential Information unless the same are previously approved in writing by Discloser. Recipient shall reproduce Discloser's proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

5. **NO OBLIGATION**

Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity. Nothing in this Agreement shall be construed to restrict

Discloser's use or disclosure of its own Confidential Information.

6. **NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

7. **NO LICENSE**

Nothing in this Agreement is intended to grant any rights to Recipient under any intellectual property right of Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information except as expressly set forth in this Agreement.

8. **TERM**

The obligations of Recipient under this Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known or made generally available through no action or inaction of Recipient.

9. **REMEDIES**

Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to Discloser, entitling Discloser to obtain injunctive relief in addition to all legal remedies without showing or proving any actual damage and without any bond being required to be posted.

10. **MISCELLANEOUS**

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns, provided that Discloser's Confidential Information may not be assigned by Recipient without the prior written consent of Discloser. This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind such Party thereto. This Agreement contains the entire agreement between the Parties with respect to the Opportunity and supersedes all prior written and oral agreements between the Parties regarding the Opportunity, except for the prior agreements, if any, between the Parties regarding the Opportunity specifically identified on the Appendix hereto. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver

of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic or facsimile transmission, and electronic or facsimile copies of executed signature pages shall be binding as originals.

Signature Page

IN WITNESS WHEREOF, the parties have caused this NDA to be executed by their authorized representative:

For Nano Net Technologies Inc Signature:

Print Name: Sarthak Jain

Title: Chief Executive Officer

Date:

Address: 2261 Market Street #4010, San Francisco CA, 94114

For Customer:

.
Signature:

Print Name:

Title:

Date:

Address: