

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is made and entered into on July 12, 2023 (the "Effective Date"), by and between QED Technologies International, LLC., a corporation organized under the laws of the State of Delaware, having a place of business at 1040 University Avenue, Rochester, New York, 14607, United States of America (hereinafter referred to as "QED"), and, \_\_\_\_\_ having a place of business at \_\_\_\_\_

WITNESSETH:

WHEREAS, QED and \_\_\_\_\_ are exploring the possibility of entering into a business relationship, in connection with which each of the parties in its role as the discloser of Confidential Information hereto (hereinafter the "Disclosing Party") may disclose to the other party in its role as the recipient of Confidential Information hereto (hereinafter the "Recipient"), proprietary, confidential or other non-public information relating to their respective businesses, technologies and operations; and each party desires to maintain the proprietary, confidential and non-public nature of the information disclosed by it to the other party. Confidential Information of QED specifically includes all magnetorheological finishing ("MRF") or sub-aperture stitching interferometry ("SSI") technologies.

NOW, THEREFORE, the parties hereto, intending legally to be bound, hereby covenant, promise and agree as follows:

1. As used herein, "Confidential Information" with respect to any party hereto means all data, reports, interpretations, forecasts, records and other documents (whether written or oral, and whether prepared by or on behalf of such party) containing or otherwise reflecting information concerning such party, including without limitation, trade secrets, strategies, studies, know-how, techniques, marketing plans and opportunities, cost and pricing data, forecasts, customer lists, developments, improvements, discoveries, technologies, processes, research, methods, procedures, designs, models, testing systems, assays, compounds, computer software and programs (including source code and related documentation), test and/or experimental data and results, laboratory notebooks, drawings and technical information and materials, in each instance whether disclosed or made available in oral, visual, written, electronic, or other tangible or intangible form, and whether or not marked or designated as "confidential" or "proprietary" or other similar marking, and together with all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives (as defined in Section 2 below) that contain, are based on, or otherwise reflect, to any degree, any of the foregoing. Confidential Information also includes (i) the fact that the parties are in discussions (or, without limitation, any termination of such discussions) and that Confidential Information has been

disclosed; and (ii) any terms, conditions, or arrangements discussed.. The term "Confidential Information" does not include information which (i) is already in the possession of Recipient; provided that such information is not known by Recipient to be subject to another confidentiality agreement with, or other obligation of secrecy to the Disclosing Party or another party, or (ii) becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives or (iii) becomes available to Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives; provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party or another party; or (iv) is independently developed by the Recipient as can be shown by Recipient's written records

2. Recipient hereby agrees to treat, and to cause its Representatives to treat, the Confidential Information of the Disclosing Party in accordance with the terms of this Agreement. As used herein, the term "Representatives" with respect to any party shall be a collective reference to the directors, officers, partners, members, employees, agents, advisors, affiliates, associates, shareholders or representatives of that party. Recipient covenants to provide, and to permit the disclosure of, Confidential Information of the Disclosing Party only to those Representatives of Recipient that have a need to know such information in connection with the possible business relationship.

3. Each party hereby agrees that the Confidential Information received from or on behalf of the other party will be used by Recipient and its Representatives solely for the purpose of evaluating the possibility of Recipient entering into a business relationship with the Disclosing Party.

4. The Recipient undertakes that the Confidential Information will be kept confidential by Recipient and its Representatives (using at least the same degree of care that it takes to safeguard its own Confidential Information but in no case less than a reasonable degree of care) and shall not be used by Recipient or any of its Representatives in any way detrimental to the Disclosing Party. It is understood and agreed that Recipient shall cause its Representatives to treat Confidential Information in accordance with this Agreement and Recipient shall be responsible for any breach of this Agreement by any of its Representatives. In addition, Recipient agrees that, without the prior written consent of the Disclosing Party, Recipient and its Representatives will not disclose to any other person the fact that any Confidential Information has been made available to it or them. Nothing in this Agreement shall be construed as granting to the Recipient any rights by license or otherwise, express or implied, to or in any of the Disclosing Party's patents, unpatented inventions or other intellectual property.

5. In the event that Recipient or any of its Representatives is compelled by any legal action or process, or pursuant to applicable law or

regulation, to disclose any Confidential Information of the Disclosing Party, Recipient will provide the Disclosing Party with prompt notice of any such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained within the time schedule required in such legal process or by such applicable law or regulation for such disclosure, or that the Disclosing Party grants a waiver hereunder, Recipient or such Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient's counsel advises in writing to the Disclosing Party that Recipient is compelled to disclose, and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished. Except in connection with a failure to act in accordance with the preceding undertakings, neither party shall be liable in any way for any disclosure made pursuant to any legal action or process, or applicable law or regulation.

6. Any inventions, improvements and discoveries that are based upon, derived from, or utilize QED Confidential Information, including without limitation any inventions, improvements or discoveries relating to MRF or SSI technologies, or are based upon, derived from, or utilized as a consequence of opportunity or knowledge afforded by the prospective business opportunity, or which Recipient shall make or conceive, alone or in conjunction with others in respect of the QED Confidential Information, while providing advice, goods or services or while otherwise engaged in any work for or discussions with QED, shall be promptly disclosed to and are the sole and absolute property of QED.

7. All Confidential Information delivered by the Disclosing Party or its Representatives to Recipient or its Representatives in written form, and all copies thereof, shall be returned to the Disclosing Party upon the earlier of conclusion of the business relationship between the parties (if any), or the termination of this Agreement, or at any time upon written notice by the Disclosing Party to Recipient, or, at the written instruction of the Disclosing Party destroyed, with such destruction certified to the Disclosing Party in writing by an officer of Recipient; provided, however, that Recipient may retain copies of Confidential Information to the extent required by applicable law or regulation and to the extent such copies are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

8. This Agreement shall continue for a period of five (5) years from the Effective Date, unless earlier terminated by either party upon thirty (30) days prior written notification to the other. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The parties' confidentiality obligations shall survive for five (5) years from the termination of this Agreement; provided, however, the parties'

respective obligations under this Agreement with respect to any Confidential Information that constitutes a bona fide trade secret of the other party shall remain in effect for so long as such Confidential Information remains a bona fide trade secret.

9. Each Recipient acknowledges and agrees that its compliance with the terms of this Agreement may be of material importance to the Disclosing Party, and that, without the Recipient's promises and covenants contained herein, the Disclosing Party would not disclose any Confidential Information, nor entertain the possibility of a business relationship with the Recipient. Each party also acknowledges that money damages may be both incalculable and an insufficient remedy for any breach of this Agreement, and that any such breach may cause the other party irreparable harm and could enable the party in breach, its Representatives or other persons to compete unfairly with the other party. Accordingly, each party agrees that in the event of any breach or threatened breach of this Agreement, in addition to any other remedies at law or in equity it may have, the other party may be entitled, without the requirement of posting a bond or other securities, to equitable relief, including injunctive relief and specific performance.

10. Each party represents and warrants that this Agreement has been duly executed by it and is a valid and binding Agreement and is enforceable against it in accordance with its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

11. It is understood and agreed that no failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. Nothing herein shall be deemed as obligating the parties to enter into any business relationship.

12. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement supersedes and preempts any prior understandings or agreements by or among the parties, which may have related to the subject matter hereof in any way. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Electronic signatures will be considered originals in the execution of this Agreement. This Agreement may also be entered into in two originals, one for each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

By: \_\_\_\_\_

Name:

Title:

QED Technologies International, LLC.

By: \_\_\_\_\_

Name: Andrew Kulawiec

Title: President & CEO