

## MUTUAL NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

This Mutual Non-Disclosure / Non-Circumvention Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the "Effective Date") by and between, **Alchemy Robotics, LLC** (referred to as "Alchemy") located at **One World Trade Center, Suite 8500, New York, NY 10007** and \_\_\_\_\_, acting for itself and on behalf of its Affiliates (referred to as "\_\_\_\_\_") located at \_\_\_\_\_.

In this Agreement, unless the context requires otherwise, the following definitions shall apply:

- "Disclosing Party" means the Party revealing or disclosing the Information.
- "Parties" means Alchemy and \_\_\_\_\_.
- "Party" means either Alchemy and \_\_\_\_\_, as the case may be.
- "Receiving Party" means the Party receiving the Information.

(collectively referred to herein as the "Parties" and individually as the "Party").

The Parties wish to disclose to each other and to receive from each other, from time to time, certain information and ideas considered to be confidential, regarding transactions including, but not limited to robotic parking solutions, robotic self-storage solutions and high-density storage solutions and any issues or matters or projects for the purpose of discussing a possible business relationship or transaction between the Parties (hereinafter "the Purpose").

THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information marked as "Confidential" or "Proprietary" and disclosed by one Party (a "Disclosing Party") to the other Party (a "Receiving Party"), regardless of form, proprietary or maintained in confidence by the Disclosing Party, and shall include, without limitation: (a) discoveries, ideas, concepts, trade secrets, drawings, works of authorship, inventions, know-how, techniques, logos, titles, script, analysis, process data, schematics, methods, and designs; and (b) information regarding research, development, new service offerings and products, contracts, proposals, documents, schedule, operations, procedures, marketing techniques, strategies, marketing and selling plans, business plans, budgets and unpublished financial statements, financial information, licensing and distribution arrangements, prices and costs and suppliers and customers, and other business data, the existence of any business discussions, negotiations or agreements between the Parties, the existence of this Agreement and any discussions between the Parties surrounding this Agreement. If Confidential Information is provided orally to Receiving Party, the Disclosing Party shall advise the Receiving Party of the confidential nature of said disclosures during the conversation or by email within three (3) days of the disclosure. If Confidential Information was provided to the Receiving Party prior to the effective date of this Agreement, the Disclosing Party shall identify said disclosures and the Confidential Information that was disclosed.

2. Each Receiving Party agrees that it shall disclose Confidential Information of the Disclosing Party only to those of its employees, contractors or other agents who need to know such Confidential Information within the Purpose and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement. Each Receiving Party agrees that all Confidential Information of the Disclosing Party is Confidential.

3. Each Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, and hereby represents that it will exercise at least reasonable care to protect its own Confidential Information. Except as otherwise

expressly provided in this Agreement, the Receiving Party shall not (i) use, copy or disclose, or authorize or permit the use, copy or disclosure of any Confidential Information in whole or in part in any manner or to any person, firm, enterprise, organization, corporation or entity; (ii) alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information without the prior written consent of the Disclosing Party; or (iii) use any Confidential

Information obtained from the Disclosing Party to its competitive advantage. All Confidential Information furnished by the Disclosing Party to the Receiving Party shall be used solely in connection with the Purpose. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without prior written approval of both parties.

4. The Receiving Party's obligations under this Agreement with respect to any portion of the Disclosing Party's Confidential Information shall terminate when the Receiving Party can document that such Confidential Information: (a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; (c) was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; or (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. The Receiving Party agrees that it will provide (to the extent legally permissible) the Disclosing Party with prompt notice of such request(s) or legal process to enable the Disclosing Party to seek an appropriate protective order and in such instance, the Receiving Party will consult the Disclosing Party (at the Disclosing Party's expense) with respect to taking steps to resist or narrow the scope of such request or process. In any such event, the Receiving Party will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed.

5. The term of this Agreement shall commence on the Effective Date noted above and shall be in full force and effect for the later of (i) five (5) years from the Effective Date of this Agreement or (ii) expiration or termination of any contract in furtherance of the Purpose. The limitations on use and disclosure of Confidential Information disclosed under this Agreement shall survive the expiration or termination of this Agreement and shall be binding upon the parties after the expiration or termination of this Agreement for a period of three (3) years from the expiration or termination date. Notwithstanding the foregoing, any Confidential Information that constitutes a trade secret shall remain confidential so long as the information constitutes a trade secret.

6. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party and nothing contained herein shall be construed as granting the Receiving Party any rights with respect to the Confidential Information disclosed.

7. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

8. Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that may be similar to Disclosing Party's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Confidential

Information. Additionally, nothing contained in this Agreement will be construed to prevent either party from entering into any relationship with any third party, nor prevent either party from proceeding independently of the other, nor limit or restrict either party from continuing to use its know-how or technology, so long as any such activity does not constitute a breach of any of the obligations set forth in this Agreement.

9. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material or medium containing or representing such Confidential Information, including all copies, notes, summaries, and abstracts thereof. Notwithstanding the foregoing, Receiving Party may retain Confidential Information pursuant to an automatic back-up archiving practice or bona fide records retention policy, provided that any Confidential Information so retained shall continue to be subject to the terms of this Agreement.

10. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

11. The use by a Receiving Party of any Confidential Information for profit or for the purpose of avoiding fees shall be in violation of this Agreement and will cause the Disclosing Parties irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that the Disclosing Parties may be left with no adequate remedies at law. Therefore, the Disclosing Parties shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of United States and the State of New York, other than its conflict of law provisions. The Parties hereto agree that the courts of the State of New York shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement. The Parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes. Each Party hereby irrevocably waives any and all right to a trial by jury in any action, suit or proceeding arising out of or relating to this agreement.

13. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorized representatives of the Parties. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

14. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of (i) actual receipt, (ii) one (1) day after deposit with a courier service, or (iii) five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth in this Agreement or such other address as either Party may specify in writing.

15. It is agreed and understood that neither Party is the agent or representative of the other Party and neither Party has authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

16. This Agreement may be signed by facsimile and in counterparts, each of which counterpart shall be deemed an original, and all of which counterparts when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

**ALCHEMY ROBOTICS, LLC**

\_\_\_\_\_  
**Vince Belgiovine, President**

\_\_\_\_\_  
**Date**

**Receiving  
Entity Name:** \_\_\_\_\_

**Authorized Signatory:**

\_\_\_\_\_  
**Date**