

MATRIXSPACE, INC.
MUTUAL NON-DISCLOSURE AGREEMENT

1. Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information which has commercial and other value in the Disclosing Party's business and is confidential or proprietary in nature (including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, technical drawings, designs, algorithms, technology, circuits, layouts, designs, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies and other confidential information), which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party. In consideration of the parties' discussions, the parties agree as follows:

2. Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement (defined below) it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the other party to this Agreement, and will not copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Confidential Information. Any employee given access to any such Proprietary Information must have a legitimate "need to know" and shall be similarly bound in writing.

3. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Receiving Party can document that it: (a) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party free of any restrictive obligation of confidentiality; (c) was rightfully disclosed to it by a third party free of any restrictive obligation of confidentiality; or (d) was independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party. The Receiving Party may make disclosures required by a valid court order provided that the Receiving Party promptly notifies the Disclosing Party, uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, and has allowed the Disclosing Party to participate in the proceeding.

4. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.

5. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party by either party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing

by the other party. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other or destroy all documents and tangible materials representing the other's Confidential Information and all copies thereof.

6. This Agreement shall terminate three (3) years after the Effective Date (defined below), or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Receiving Party's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Receiving Party's heirs, successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Delaware, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties thereto. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

8. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. The Receiving Party will notify the Disclosing Party in writing immediately upon discovery of any loss or unauthorized disclosure of the Confidential Information of which it is aware.

9. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets.

10. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Non-Disclosure Agreement (this Agreement) to be effective as of June 26, 2023(the "Effective Date").

MATRIXSPACE, INC.

Signed: _____

Name: _____

Title: _____

Counterparty Signature: _____

Company Name/Name: _____

Title: _____