

**MUTUAL NON-DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION
AND NON-CIRCUMVENTION AGREEMENT**

1. _____ (Company Name) authorized to do business in _____ (State/Country) , including its principals, officers and affiliates, whose principal business address is _____ (Address) . NanoFlowX Inc. a Delaware corporation addressed at 2150 Chenault Drive Carrollton, TX 75006 understands that a business relationship is a relationship of trust and confidence and each party hereby pledges to protect and keep the disclosing party's trade secrets and confidential or proprietary information in strict confidence and not disclose, or allow the disclosure of, any confidential information to any third party. _____ (Company Name) and NanoFlowX Inc, shall each be hereinafter referred to as "Disclosing Party" or "Receiving Party", as appropriate. Disclosing Party shall mean the party disclosing confidential information to the other party. Receiving Party shall mean the party receiving confidential information from the other party.

2. The terms "Trade Secrets," "Confidential Information," and "Proprietary Information," shall include, but are not limited to, any proprietary information including, without limitation, all information in whatever form provided relating to the past, present or future business affairs of the Disclosing Party or its affiliates, or another party whose information the Disclosing Party has in its possession under obligation of confidentiality, which is disclosed by the Disclosing Party or its affiliates to the Receiving Party, or which the Receiving Party learns from inspection or development including, without limitation, business-models, trade secrets, product and service planning, client or customer lists, and information, research, and development, business plans, pricing and fee policies, information relating to operations, systems, merchandising, marketing, affiliate relations, products and product development, financial and personnel data, and specialized knowledge, data or property concerning any idea, invention, discovery, process, program, services or products provided, used, developed, investigated, manufactured or considered by the Disclosing Party or its affiliates, whether commercial, experimental or patented, patentable or not. **COMPANY IS AWARE OF AND HAS BEEN INFORMED THAT NANOFLOWX INC HAS OR IS IN RESEARCH AND DEVELOPMENT OF LIQUID COOLING CHEMICAL SOLUTIONS AND A DUAL LIQUID COOLING EQUIPMENT. COMPANY HAS AGREED THAT SUCH TECHNOLOGIES WILL NOT BE CONSIDERED AS A CONFLICT OF INTEREST BETWEEN PARTIES.**

The term "Confidential Information" As used herein, "Confidential Information" means the information provided by Discloser to Recipient in written or other recorded form, and information provided verbally or visually, and identified in writing at the time of, or promptly following, disclosure should be reasonably be considered confidential or proprietary. Confidential Information includes, but is not limited to the following types of information and other information of a similar nature: business files and related transaction information, business expenses, software (in various stages of development), designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, marketing and development plans and brochures, business plans, financial information, customer lists, and all trade secrets, inventions, unpublished pending patent applications, products, composition of matter or improvements of any kind, whether or not patentable or copyrightable, and particularly all trade secrets or non-public information related to any product or service currently or anticipated, and/or financial data, tax information, accounting information, and particularly the fact that this business transaction is being contemplated that is of a non-public nature or has yet to be disclosed to the public.

"Confidential Information" shall not include any materials or information which the Receiving Party shows: (i) is legally known by the public at the time of disclosure; or (ii) is legally known to the Receiving Party at the time of disclosure as confirmed by its business records; or (iii) is developed independently by the Receiving Party where

the Receiving Party can document such independent development at the time of disclosure.

In construing the terms "misappropriate," and "trade secret," the terms are used as they are defined in Delaware's Uniform Trade Secrets Act.

3. The Receiving Party hereby agrees to be bound by the terms, conditions, and obligations set forth in Delaware's Uniform Trade Secrets Act, as interpreted by state and federal courts. Pursuant to the terms of that Act, the Receiving Party shall not, either during his or her business relationship or afterwards, directly or indirectly, use for any purpose, disclose to any person or entity, acquire by improper means, or otherwise misappropriate, any of the Disclosing Party's trade secrets, whether or not the information is acquired, learned, or developed by the Receiving Party alone or in conjunction with others. By disclosing information to Vendor, the Disclosing Party does not grant any express or implied right to the Receiving Party to or under any trademarks or trade secret information. 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.

4. The Receiving Party further agrees (unless with the Disclosing Party's express written consent or pursuant to a court or governmental order) not to use for any purpose or disclose to any person or entity, any of the Disclosing Party's Confidential information, whether or not the information is acquired, learned, or developed by the Receiving Party alone or in conjunction with others. The Receiving Party makes the same pledge with regard to the Confidential Information of the Disclosing Party's customers, contractors, or others with whom the Disclosing Party has a business relationship.

5. The Receiving Party further agrees (unless with the Disclosing Party's express written consent) not to copy, take, or remove any of the Disclosing Party's books, records, customer lists, or any other documents or materials from the Disclosing Party's premises. The Receiving Party shall not, at any time whatsoever, either during the term of this Agreement or after its termination, disclose to others, either directly or indirectly, or take or use for the Receiving Party's own competitive purposes or the competitive purposes of others, either directly or indirectly, or take or use for the Receiving Party's own competitive purposes or the competitive purposes of others, either directly or indirectly, any Confidential Information, knowledge or data of the Disclosing Party. Upon (a) the voluntary or involuntary termination of the business relationship with the Receiving Party for whatever reason; or (b) at any time the Disclosing Party reasonably demands, the Receiving Party shall promptly deliver to the Disclosing Party at his or her sole cost any and all of the Disclosing Party's books, records, confidential information, and/or any other documents or materials which are in the Receiving Party's possession or under the Receiving Party's control or any copies thereof. Any violation of this covenant shall be deemed a breach of this Agreement and subject to the indemnification provision Section 13 provided below. The rights and obligations of this paragraph shall survive any expiration or termination of this Agreement. Receiving party agrees that it shall not (i) reverse engineer, disassemble and/or analyze or attempt to analyze physically, chemically or otherwise any additives provided by Disclosing Party or (ii) supply samples of such additives or any materials containing such additives to any person, including (but not by way of limitation) any employee, agent or representative of Receiving Party who has not executed and delivered an agreement enforceable by Disclosing Party and substantially similar to this Agreement. Receiving Party shall not use any information provided by Disclosing Party hereunder, including without limitation, formulas, supplier information and/or regulatory information, to circumvent Disclosing Party for the purpose of sourcing the Disclosing Party Compounds, directly or indirectly, from a third party or for the purpose of manufacturing or engaging a third party, directly or indirectly, to manufacture the Disclosing Party Compounds. Additionally, all data generated in furtherance of testing the Disclosing Party Compounds shall be owned by Disclosing Party and considered the Confidential Information of Disclosing Party.

6. The Receiving Party further agrees to respect any Trade Secrets or Confidential Information of any former

employers, business associates, or any others. The Receiving Party agrees to respect the Disclosing Party's express direction not to disclose to the Disclosing Party's officers or any employees, except on a "need to know" basis, any such information so long as it is labeled confidential.

7. Should the Receiving Party during his or her business relationship with the Disclosing Party or thereafter, receive a subpoena or other court, administrative body or governmental document requesting the disclosure of the Disclosing Party's Trade Secrets or Confidential Information, or the delivery of any documents as to such matters, then in such case the Receiving Party shall promptly give written notice to the Disclosing Party of such matter. The Receiving Party shall reasonably cooperate without charge with the Disclosing Party should the Disclosing Party wish to act in or contest such matter, and the Receiving Party shall in such regard execute all documents reasonably requested by the Disclosing Party.
8. The Receiving Party shall not contact, deal with, or otherwise become involved in any transaction involving the disclosure of Disclosing Party's Confidential Information, with any corporation, partnership, or individual which have been introduced by the Disclosing Party without the written permission of the Disclosing Party. Furthermore, the Receiving Party (including its principals, officers and affiliates) will not attempt, directly or indirectly, to contact the Disclosing Party's confidential sources, or contact or negotiate with a confidential source, or make use of any Confidential Information of the Disclosing Party, to negotiate, obtain or secure any business relationship, or otherwise become involved in any transaction relating to the Confidential Information. Any violation of this covenant shall be deemed a breach of this Agreement and subject to the indemnification provision Section 13 provided below. Such provision shall survive the termination of this Agreement, until terminated by the Disclosing Party. The rights and obligations of this paragraph shall survive any expiration or termination of this Agreement.
9. Except with respect to trade secrets, as defined in Act, all of the terms of this Agreement shall remain in full force and effect for the period of one (1) year from the Effective Date. All trade secrets shall be kept confidential until and unless the information no longer qualifies as a "trade secret" under the Act. Upon termination of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
10. Each party represents and warrants to the other party that: (i) it has the requisite corporate authority to enter into and perform this Agreement; (ii) this Agreement constitutes its legally binding obligation, enforceable in accordance with its terms; and (iii) Its execution and performance under this Agreement, including its disclosure of Confidential Information to the Recipient, shall not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.
11. All Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party in, to or under Disclosing Party patents, copyrights, trademarks, or trade secrets.
12. All Confidential Information and materials are provided "AS IS" and the Disclosing Party makes no warranty regarding the accuracy or reliability of such information or materials. The Disclosing Party does not warrant that it will release any product concerning which information has been disclosed as a part of the Confidential Information. The Disclosing Party will not be liable for any expenses or losses incurred or any action undertaken by the Receiving Party as a result of the receipt of Confidential Information.
13. Each party shall indemnify and hold harmless the other party from all damages and expenses, including reasonable attorneys' fees, which the indemnified party may sustain as a result of any unauthorized disclosure or other breach of this Agreement by the indemnifying party. Each party shall have the right to enforce this Agreement by injunctive relief and/or recovery of damages. **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR, AND EACH PARTY HEREBY WAIVES AS TO THE OTHER PARTY, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOODWILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY,**

TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. This Agreement shall be governed by, enforced under, and interpreted in accordance with, the laws of Delaware without reference to conflict of laws principles. Each party consents to venue and personal jurisdiction in Delaware.
15. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Disclosing Party, its agents, or employees but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.
16. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, direct costs and disbursements as deemed necessary in addition to any other relief to which it may be entitled.
17. Neither party shall assign its rights or delegate its duties under this Agreement. Any such attempted assignment or delegation shall be void.
18. This Agreement does not grant either party the right or authority to make commitments of any kind for the other, implied or otherwise, and does not create a joint venture, partnership, and fiduciary or employer-employee relationship between the parties for any purpose.
19. During the term of this Agreement, and for a period of two (2) years following the termination thereof, neither party shall directly (or indirectly through any other person or entity) solicit, entice, persuade or induce any employee of the other party ("Original Employer") with whom such party has contact in relation to the Business Purpose ("Restricted Employee") to: (a) terminate or refrain from renewing, maintaining or extending his or her employment with the Original Employer; or (b) become employed by or enter into an employment relationship with such party or any competing business of the Original Employer. For clarification purposes, the foregoing shall not prohibit each party from hiring Restricted Employees of the other party who respond to a public job advertisement placed by a party in the ordinary course of business.
20. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.
21. All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

By: Rick Fung	By: _____

Authorized Signatory NanoFlowX Inc.	Authorized Signatory
Date: _____, 2023	Date: _____, 2023