MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement"), effective , is entered into by and between Quartzy, Inc having an address at 28321 Industrial Blvd, Hayward, CA 94545, and (each herein referred to individually as a "Party," or collectively as the "Parties"). In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. PURPOSE

The Parties wish to discuss a possible business relationship ("Purpose"), and in connection with the Purpose, each Party may disclose certain confidential technical and business information (in such capacity, a Party disclosing the information, the "Discloser") to the other Party (in such capacity, a Party receiving the information, the "Recipient"), that Discloser desires Recipient to treat as confidential.

2. CONFIDENTIAL INFORMATION

A. *Definition*. "Confidential Information" means: (i) any information (including any and all combinations of individual items of information) disclosed (directly or indirectly) by Discloser to Recipient pursuant to this Agreement that is in written, graphic, machine readable or other tangible form (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment) and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (ii) oral information disclosed (directly or indirectly) by Discloser to Recipient pursuant to this Agreement; provided that such information is designated as confidential at the time of its initial disclosure and reduced to a written summary by Discloser that is marked in a manner to indicate its confidential nature and delivered to Recipient within thirty (30) days after its initial disclosure; and (iii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information may include information of a third party that is in the possession of Discloser and is disclosed to Recipient under this Agreement.

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 by Discloser to Recipient; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure by Discloser to Recipient through no breach of this Agreement or other wrongful action or inaction of Recipient; (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 obtained by Recipient from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to Discloser's Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

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, if legally permissible, and will use its best efforts, at Discloser's request and expense, to 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-USE AND NON-DISCLOSURE**

Recipient shall not use any Confidential Information of Discloser except for the Purpose. Recipient shall not disclose any Confidential Information of Discloser to third parties. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody Discloser's Confidential Information and that are provided to Recipient under this Agreement. Notwithstanding the foregoing, Recipient may disclose Confidential Information only to its employees, consultants and contractors who reasonably need to know such Confidential Information as required for the Purpose and solely for their use of such Confidential Information for the Purpose only, and who are bound by obligations of confidentiality at least as protective of such Confidential Information and Disclosing Party as those of this Agreement, provided that Recipient shall be liable for any act or omission by its consultants and contractors that, if committed by Recipient, would constitute a breach of this Agreement.

4. **MAINTENANCE OF CONFIDENTIALITY**

Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Discloser. Without limiting the foregoing, Recipient shall take at least those measures that it employs to protect its own confidential information of a similar nature. Recipient shall not make any copies of the Confidential Information of Discloser 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 promptly notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Discloser's Confidential Information of which Recipient becomes aware.

5. **NO OBLIGATION**

Nothing in this Agreement shall obligate either Party to proceed with any transaction between them. Recipient understands that nothing herein requires the disclosure of any Confidential Information of the Discloser. Nothing in this Agreement shall be construed to restrict either Party's use or disclosure of its own Confidential Information.

6. **NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY 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. **RETURN OF MATERIALS**

All documents and other tangible objects containing or representing Confidential Information that have been disclosed by Discloser to Recipient, and all copies and excerpts thereof that are in the possession or control of Recipient, shall be and remain the property of Discloser and shall be promptly returned to Discloser or (at the Discloser's election) destroyed (with proof of such destruction if requested by Discloser), each upon Discloser's written request, or termination or expiration of this Agreement. Nothing in this Agreement shall require the

destruction or deletion of generally inaccessible electronic Confidential Information kept on backup tapes or archival systems maintained in the ordinary course of business by Recipient as part of its standard backup procedures; provided that any such retained Confidential Information shall continue to be protected by the terms of this Agreement (notwithstanding its termination or expiration) for so long as it remains Confidential Information hereunder.

8. **NO LICENSE**

Nothing in this Agreement is intended to grant any rights to Recipient under any intellectual property, including but not limited to, patents, trademarks or copyrights, of Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information of Discloser except as expressly set forth in this Agreement.

9. **EXPORT RESTRICTIONS**

Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time (the "Acts"). The Parties shall comply with all restrictions and controls imposed by the Acts.

10. **TERM**

This Agreement shall remain in effect for a period of two (2) year from the Effective Date unless terminated by either Party at any time upon thirty (30) days written notice to the other Party. The obligations of Recipient under this Agreement shall survive any expiration or termination of this Agreement, with respect to any particular Confidential Information of Discloser, for three (3) years from the date of last disclosure of Confidential Information by Discloser; except with respect to Confidential Information of Discloser that constitutes a trade secret under applicable law, in which case, such obligations of Recipient shall continue until such Confidential Information becomes publicly known or made generally available through no breach of this Agreement or other wrongful action or inaction of Recipient.

11. **REMEDIES**

Recipient agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief in addition to all legal remedies.

12. **MISCELLANEOUS**

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement without the prior written consent of the other Party; except that either Party may assign this Agreement without consent in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles, and each Party consents to the jurisdiction of federal and state courts located within the State of California. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. 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 Purpose and supersedes all prior written and oral agreements between the Parties regarding the Purpose. 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 facsimile or other electronic transmission, and facsimile or electronic copies of executed signature pages shall be binding as originals.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

QUARTZY, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____