

MUTUAL NON-DISCLOSURE AGREEMENT

Between

Company name, a company incorporated under the laws of **Country**, having its registered office located **Address**, registration number **Register number**, represented by **CEO's Name**, as **Chief Executive Officer**;

Hereafter referred to either as the “**Disclosing Party**” or the “**Receiving Party**”,

and

LiBEST Inc., a company incorporated under the laws of Republic of Korea, having its registered office located T306, Truth Building, KAIST Munji Campus, 193 Munji-ro, Yuseong-gu, Daejeon, 34051, Korea, listed in the trade register under the number 160111-0437651, represented by Elon Kim acting as Chief Executive Officer;

Hereafter referred to either as the “**Disclosing Party**” or the “**Receiving Party**”,

Disclosing Party and Receiving Party being collectively hereinafter referred to as the “**Parties**” or individually referred to as a “**Party**”.

WHEREAS:

- (A) In the course of discussions and negotiations regarding the possibility for the Parties to enter into a business relationship in relation **with flexible battery to use it as Wearable devices (“the Project”)**, either Party may receive and have access to materials an information from the other Party.
- (B) Each Party possesses confidential information relating or relevant to the Project which is of commercial value and has consistently taken all necessary steps to protect, and prevent unauthorised disclosure of, such information.
- (C) The Parties have agreed to enter into the present non-disclosure agreement (the « Agreement ») in relation to such confidential information.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. CONFIDENTIAL INFORMATION

“Confidential Information” shall mean any and all materials, data, information of any kind or nature whatsoever (whether commercial, marketing, financial, technical, operational and/or otherwise) or in the nature of intellectual property of any kind (including but not limited to trade secret, discoveries, ideas, designs, source code, and know-how) either transmitted in writing, orally and/or visually, directly or indirectly, relating to the Project and/or the Disclosing Party, and/or its products, services or strategy, which is received

by the Receiving party from the Disclosing Party, either before or during the negotiations. For sake of clarity, Confidential Information also includes all analyses, compilations, studies or other evaluation materials prepared by the Receiving Party incorporating or made upon Confidential Information.

The existence of the Agreement and of the Project is confidential and shall be treated as Confidential Information pursuant to the terms and conditions hereof. The Receiving Party agrees that it will not disclose any information relating to the Project (including the fact that a Party may envisage the Project as well as such Party's possible interest in the Project), nor that discussions or negotiations are taking place concerning the Project or any of the terms, conditions or other facts (including the status of such Project).

2. INFORMATION NOT CONSIDERED AS CONFIDENTIAL

Confidential Information does not include information which the Receiving Party can demonstrate that:

- (a) is developed by the Receiving Party independently of the Disclosing Party as supported by the Receiving Party's written records;
- (b) rightfully obtained without restriction by the Receiving Party from a third party;
- (c) is publicly available other than as a consequence of a breach of this Agreement by the Receiving Party;
- (d) is required to be disclosed by applicable law or by valid order of any competent authority or court of competent jurisdiction having the right to compel such disclosure. In such circumstances, and unless prohibited by applicable law or court order, the Receiving Party shall notify the Disclosing Party prior to such disclosure and consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request;
- (e) known to the Receiving Party at the time of its disclosure; or,
- (f) is approved for release pursuant to the prior written consent of the Disclosing Party.

3. PROTECTION- ALLOWABLE USE

The Receiving Party shall:

- treat Confidential Information as strictly confidential, with the same concern for the protection and care that it treats to its own Confidential Information;
- use, reproduce or communicate Confidential Information only for purposes of evaluating the feasibility and interest of the Project and during the Confidential Period (as defined below). As regard to any other purposes, the Receiving Party shall require and obtain the prior written authorization from the Disclosing Party,
- restrict disclosure of Confidential Information only to those of its employees with a need to know and who have been notified that such information is Confidential Information for the purpose of the Project,
- not disclose Confidential Information to any third party without prior written consent of the Disclosing Party, provided that the Receiving Party requires the third party to enter into a non-disclosure agreement with similar terms and conditions to this Agreement.
- to immediately cease upon prior written request of the Disclosing Party, any use of the Confidential Information and return to the Disclosing Party any documents containing Confidential Information,

The Receiving Party shall hold each item of Confidential Information so received in confidence during 5 (five) years as from the expiry or earlier termination (for whatever reason) of the Agreement (the "Confidential Period").

4. IMPERMISSIBLE USES- INTELLECTUAL PROPERTY

Confidential Information shall remain the property of the Disclosing Party. Nothing contained in this Agreement shall be deemed to grant any rights or licences to the Receiving Party under or with respect to Confidential Information or any intellectual or industrial property rights owned or controlled by the Disclosing Party.

The Receiving Party may not use the Confidential Information to reproduce, redesign, reverse engineer, manufacture, promote, advertise and/or market any products or equipment of the Disclosing Party. The Receiving Party may not use the Confidential Information to perform any services relating to the products or equipment of the Disclosing Party.

The Receiving Party undertakes not to file (or seek to file) an application for intellectual / industrial property rights on Confidential Information disclosed by the Disclosing Party.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon written request of the Disclosing Party, the Receiving Party shall either return to the Disclosing Party or destroy all disclosed Confidential Information including any and all copies notes and records incorporating Confidential Information and confirm in writing to the Disclosing Party that all Confidential Information has been so returned or destroyed.

6. RELATIONSHIP BETWEEN THE PARTIES

The Parties hereto expressly agree that nothing in this Agreement shall constitute or imply any formal legally-binding agreement between them other than this Agreement.

Nothing in this Agreement creates an obligation for the Disclosing Party to provide the Receiving Party with Confidential Information. The decision to provide any Confidential Information is within the sole discretion of the Disclosing Party originally possessing the Confidential Information.

The Disclosing Party shall not accept any responsibility for or make any representation or warranty, express or implied, as to the truth, accuracy, completeness or reasonableness of any Confidential Information and shall not be held liable in respect of the information or its use.

Each Party shall bear its own costs and expenses incurred under or in connection with the execution and the performance this Agreement.

The Parties declare that they are not bound by any contract or agreement for a competing company or product that may prevent them from working with each other.

7. TERM OF AGREEMENT

This Agreement will come into force as from the **Date** and shall continue in full effect for a period of 5 (five) years, whether or not the Project is completed.

Either Party shall be entitled to terminate this Agreement without cause or reason at any time by giving thirty (30) days prior written notice to the other Party.

Such expiry or termination shall not affect the continued existence and the validity of the rights and obligations of the Receiving Party, and notably the obligation in regard to the use, protection and restitution of the Confidential Information during the Confidential Period.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement will be governed by and construed in accordance with the laws of Republic of Korea. If the parties fail to reach an amicable settlement to any claim or dispute relating to the validity, interpretation, performance or termination of this Agreement within 30 days from the date of request of a party, the Parties

hereby irrevocably submit to the exclusive jurisdiction of the competent courts of Daejeon over any such claim or dispute arising under or in connection with this Agreement (including relating to its validity, interpretation, performance or termination).

9. MISCELLANEOUS

Neither Party to this Agreement shall assign it or any part of its rights and obligations without the written consent of the other Party.

This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing, with respect to the same.

Any valid amendment or variation to this Agreement must be in writing and signed by a duly authorised officer on behalf of each of the Parties.

In two originals, in _____

Company name

By: **CEO's name**

Title: **Chief Executive Officer**

Date:

LiBEST Inc.

By: Elon Kim

Title: Chief Executive Officer

Date:
