

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made effective by and between NextInput, Inc., a Delaware corporation, on behalf of itself and its Affiliates and Representatives (each as defined below), and the participant identified on the signature page hereto (“Participant”), on behalf of itself and its Affiliates and Representatives, to assure the protection and preservation of the NextInput confidential and proprietary information to be disclosed to the Participant in accordance with this Agreement.

1. **INFORMATION.** “INFORMATION” means any and all technical and non-technical information and materials, tangible and intangible, provided by NextInput to the Participant, including but not limited to any research, development, technical or engineering information, know-how, data processing or computer software (including source and object code), programs, tools, data, designs, diagrams, drawings, schematics, sketches or other visual representations, plans, projects, manuals, documents, files, photographs, results, specifications, trade secrets, inventions, discoveries, compositions, ideas, concepts, structures, improvements, products, prototypes, instruments, machinery, equipment, processes, formulas, algorithms, methods, techniques, works in process, systems, technologies, disclosures, applications and other materials relating to NextInput’s research projects, work-in-progress, future developments, engineering, licenses, manufacturing, marketing, servicing, financing, personnel matters, past, present or future products, sales, suppliers, clients, customers, employees, investors, or business, whether in oral, written, graphic, electronic or other form.
2. **Exclusions.** The Participant shall not be liable for disclosure of INFORMATION that (a) is wholly and independently developed by the Participant without the use of INFORMATION; (b) is or has become generally known to the public from a source having the right to disclose such INFORMATION; (c) at the time of disclosure to the Participant, was known to Participant free of restriction and evidenced by documentation in the Participant’s possession; (d) is approved for release by written authorization of NextInput, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or (e) is required to be disclosed in response to a valid order by the court or other governmental body, provided that the Participant provides NextInput with prior written notice of such disclosure, unless prohibited by the order, in order to permit NextInput to seek confidential treatment of such information.
3. **No License or Warranty.** No rights or licenses to trademarks, inventions, patents, copyrights or mask work or otherwise are granted or implied by this Agreement and all right, title and interest in the INFORMATION shall remain with NextInput. All INFORMATION is provided “as is”. NextInput makes no warranties, express, implied or otherwise, regarding the accuracy, completeness, or performance of the INFORMATION.
4. **Permitted Use.** The INFORMATION disclosed to the Participant hereunder shall be used by the Participant solely for the purpose of evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning such INFORMATION, and if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such written agreement (“Permitted Use”). The Participant shall (a) protect the INFORMATION by using the same degree of care as the Participant uses to protect its own comparable confidential information, but no less than a reasonable degree of care; (b) not disclose INFORMATION to any third party, including, but not limited to, any vendor, customer, manufacturer or independent contractor, without prior written approval of NextInput; and (c) reproduce INFORMATION only to the extent necessary for the Permitted Use.
5. **Not Permitted Use.** The Participant shall not use the INFORMATION for any purpose other than the Permitted Use without the prior written consent of NextInput. With respect to any INFORMATION disclosed hereunder (including without limitation any equipment, component, software, or other items delivered), the Participant shall not reverse engineer, disassemble, decompile, decapsulate, cross-section or otherwise analyze the physical construction and/or software components of, any such items.
6. **Term and Termination.** This Agreement shall terminate upon the expiration of sixty (60) months from the date first set forth above. All obligations of confidentiality shall survive the termination of this Agreement for a period of five (5) years. Upon termination, if NextInput so requests, the Participant shall promptly return or destroy (and certify such destruction) any INFORMATION it received from NextInput along with all copies.
7. **Export Compliance Assurance.** Both parties acknowledge that all hardware, software, source code and technology obtained by the Participant are subject to the United States government and other countries export control and economic sanctions laws. The Participant assures that it will not directly or indirectly export, re-export, transfer or release any products or direct product thereof to any destination, person, entity or end-use prohibited or restricted under United States laws without prior United States government authorization to the extent required by applicable regulation. This requirement shall survive any termination or expiration of this Agreement.



8. Notice. Any notices hereunder shall be given at the email address specified below or at such email address as specified by a party in writing.
9. Counterparts, Electronic Delivery. This Agreement will be executed electronically, which shall be deemed to be an original. The parties may deliver this signed Agreement by electronic (including email) transmission. Participant agrees that such electronic transmission shall have the same force and effect as delivery of original signatures.
10. Governing Law and Forum. This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the courts of Santa Clara County, in the State of California. In the event NextInput shall bring and prevail in any action to enforce or protect any of its rights under this Agreement, NextInput shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith.
11. Injunctive Relief. Participant agrees that any unauthorized use of INFORMATION in violation of this Agreement will cause such irreparable injury to NextInput for which it would have no adequate remedy at law. Accordingly, NextInput shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other rights and remedies available.
12. General. This Agreement is superseded by any mutually signed Non-Disclosure Agreement currently in effect between NextInput and a signatory having the authority to bind the Participant to confidentiality. Absent of any such agreement, this Agreement constitutes the entire understanding among the parties hereto as to INFORMATION and supersedes all prior discussions between the parties relating thereto. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement shall remain in full force and effect. No amendment or modification of this Agreement shall be valid or binding unless made in writing by both parties. This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties.

This Non-Disclosure Agreement shall become effective upon the date of electronic signature by the Participant.