

NDA (Non-Disclosure Agreement)

Noriter (hereinafter referred to as "B"), working with KLT Co., Ltd. (hereinafter referred to as "A"), is responsible for all matters related to the "Pulsarlube BT Coupang function development work" (hereinafter referred to as "this work") provided to each other. To protect the confidentiality of technical information, a confidentiality agreement is concluded as follows.

Article 1 (Definition of "Confidential Information")

(1) "Confidential information" protected by this agreement means the following information.

- ① All information provided or made known by the other party in relation to this contract, regardless of whether orally, in writing, computer file, fax, or any other form or method provided.
- ② Other information that "A" and "B" mutually recognize as confidential

(2) The following information is excluded from "confidential information" as defined in Paragraph 1 of this Article.

- ① Information that was known prior to the time of provision/recognition
- ② Information that the receiving party already knew before the time of provision/recognition, and information that the receiving party can prove that fact.
- ③ Information announced after the time of provision/recognition without any fault attributable to the receiving party.
- ④ Information that the receiving party can prove as information obtained by the receiving party from a third party who is not obligated to keep the information confidential after the point of receipt/recognition.

Article 2 (Obligation to maintain confidentiality)

(1) In any case, each party may use confidential information obtained from the other party for purposes other than the purpose of this agreement, or disclose it to a third party, except to achieve the purpose of this agreement or with the prior written consent of the other party. It must not be disclosed, leaked, announced or leaked.

(2) Each party must allow access to confidential information only to its employees or agents who need to know the confidential information. If confidential information is disclosed, leaked, published or leaked due to the intention or negligence of an employee or agent of one of the parties to this agreement, the relevant party as the user shall be jointly and severally liable with the employee or agent for any damage resulting therefrom.

(3) If "A" and "B" need to provide "confidential information" to a third party in order to perform this task, the prior written consent of the other party must be obtained, and a

confidentiality agreement with the third party in accordance with this agreement must be made. must be concluded. In this case, one party that has entered into a contract with a third party is responsible for the third party's violation of the contract.

(4) Except in the cases of (2) and (3) above, "A" and "B" may not disclose or provide to a third party the facts regarding the conclusion of this contract and the contents of this contract without the prior written consent of the other party. does not exist.

Article 3 (Restrictions on the use of "Confidential Information")

"A" and "B" must use "Confidential Information" only within the scope of the purpose for "this work" and must not use it for any purpose other than "this work."

Article 4 (Reproduction of secrets, etc.)

"Party A" and "Party B" may not copy or reproduce confidential information without the prior written consent of the other party. However, an exception is made in cases where copying or reproduction is necessary pursuant to Article 2 (2) and (3), but it must be indicated that this is confidential information subject to confidentiality obligations under this contract.

Article 5 (Intellectual Property Rights)

The provision of confidential information by "A" and "B" to the other party shall not be construed as granting patents or intellectual property rights, etc. to the other party.

Article 6 (Return of Secrets)

(1) If any of the following cases applies, "B" will immediately provide "A" with the original, copy, and documents, materials, data, etc. created using the confidential information to "A" at the option of "A". It must be returned or discarded, and in the case of disposal, written confirmation must be submitted to "Party A" within 10 days from then.

① When this contract is terminated due to reasons such as expiration of the contract period

② When "Party A" requests the return of confidential information in writing

(2) Return or destruction of confidential information shall not be construed as exemption from the obligations under this contract.

Article 7 (Confidentiality Period)

(1) This contract is valid for 5 years from the date both parties sign and seal this contract.

(2) The confidentiality obligations of both parties under this contract remain valid for one year even after expiration or termination of this contract.

Article 8 (Compensation for Damages)

If either party violates its obligations under this contract and causes damage to the other party, the party that violated the contract must compensate for all damages suffered by the other party due to the violation of confidentiality obligations.

Article 9 (Prohibition on transfer of rights and obligations, etc.)

Neither party may transfer its status under this contract or its rights and obligations under this contract to a third party or provide it as collateral, etc., without the prior written consent of the other party.

Article 10 (Change of contract)

Additions or changes to this contract are possible only by written agreement between both parties..

Article 11 (Governing Law and Dispute Resolution)

(1) This contract shall be interpreted in accordance with the laws, regulations and commercial practices of the Republic of Korea.

(2) If there is a mutual difference of opinion regarding the contents of this contract, the two parties shall resolve the dispute through mutual consultation in good faith and sincerity. However, if resolution through consultation is not possible, the court of first instance has jurisdiction over the place where the orderer is located. The court shall be the court with jurisdiction over the location of the contractor or the Seoul Central District Court.

KLT Confidential Document (Information that cannot be disclosed) includes but not limited to followings,

- Block Diagrams
- Parts List/BOM
- Schematics
- Operation Description
- Internal Photo
- User Manual

In order to prove the establishment of this contract, we shall prepare two copies of this contract, sign and seal them, and keep one copy each.

Date of conclusion : 2023. 02. 02.