



MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective as of March 18, 2024 (the "Effective Date"), by and between Marshall Radio Telemetry, Inc., having a place of business at 845 W. Center St. North Salt Lake, UT ("MRT") and Tough Stump Technologies LLC, each a disclosing party and a receiving party under this Agreement.

The parties anticipate engaging in discussions in contemplation of a business relationship, and in the course of those discussions, each party may disclose proprietary information to the other party.

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. The following terms and conditions (the "Agreement") shall apply to Confidential Information exchanged between Marshall Radio Telemetry, Inc. on the one hand, and Tough Stump Technologies and any Affiliates, on the other hand, (individually a "Party" or collectively "Parties"), in connection with the Authorized Purpose.
 - (a) The receiving Party may disclose, or request that the disclosing Party disclose, Confidential Information to the receiving Party's Affiliates that need to know the Confidential Information for carrying out the Authorized Purpose, are advised of this Agreement, and are bound by this Agreement. The receiving Party shall be responsible for any breach of this Agreement by its Affiliates.
 - (b) An Affiliate is any corporation, company, or other entity, which: (i) is under the Control of a Party hereto; or (ii) has Control of a Party hereto; or (iii) is under common Control with a Party hereto. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
2. For the purpose of this Agreement "Confidential Information" means all information of a confidential and/or proprietary nature, provided by or on behalf of a Party or any of its Affiliates directly or indirectly, in whatever form (including on paper, electronically, on magnetic media, orally or otherwise), and which relates to the Authorized Purpose, provided that any information shall not be Confidential Information unless (a) if delivered in writing or in other tangible form, the information is prominently marked as confidential or proprietary by the disclosing Party, or (b) if provided or disclosed in other than in tangible form, the disclosing Party notifies the receiving Party before disclosure that it will be disclosing Confidential Information and confirms such in writing within 30 days of disclosure.
3. All Confidential Information disclosed or transferred by either Party, either prior to or after the Effective Date, to the other shall remain the property of the disclosing Party. The receiving Party acknowledges and agrees that it does not, by implication, estoppel or otherwise, acquire any intellectual property right, title or ownership, nor a license e.g. to make, have made, use or sell any product using Confidential Information of the other Party, or any license under any patent, patent application, utility model, copyright, maskwork right, or any other intellectual property right, with respect to any Confidential Information disclosed by the disclosing Party hereunder.

ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE, FITNESS OF THE INFORMATION FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR OTHERWISE, AND THE RECEIVING PARTY AGREES THAT THE DISCLOSING PARTY SHALL HAVE NO LIABILITY

WHATSOEVER TO THE RECEIVING PARTY RESULTING FROM THE USE OF THE INFORMATION PROVIDED.

4. The receiving Party shall, during the Confidentiality Period:

- (a) not use the Confidential Information for any purpose other than the Authorized Purpose; and
- (b) not disclose the Confidential Information to any third party and protect the Confidential Information against disclosure in the same manner and with the same degree of care with which the receiving Party protects its own confidential information but not less than a reasonable degree of care; and
- (c) limit circulation of the Confidential Information to such employees or agents of the receiving Party as have a need to know in connection with the Authorized Purpose.

These obligations shall survive the termination of this Agreement. Upon the disclosing Party's request, the receiving Party shall promptly, at its option, either (a) return all Confidential Information and any copies thereof to the disclosing Party, or (b) certify destruction of same. The obligation to return or destroy such Confidential Information shall not apply to copies kept solely for archival purposes.

5. Information disclosed by the parties pursuant to this Agreement shall not be Confidential Information to the extent that it can be proven that the information:

- (a) is or becomes publicly available without violation of this Agreement or any other obligation of confidentiality;
- (b) is known by the receiving Party prior to disclosure by the disclosing Party;
- (c) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law;
- (d) is furnished to others by the disclosing Party without restrictions similar to those herein contained as to the use or disclosure hereof;
- (e) is developed by the receiving Party completely independently of any such disclosure by the disclosing Party; or
- (f) is ascertainable from a commercially available product.

6. If a receiving Party is required, pursuant to administrative or judicial action or subpoena, to disclose the other's Confidential Information, the receiving Party shall use its reasonable efforts to maintain the confidentiality of the Confidential Information, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, the receiving Party shall notify the disclosing Party thereof and give the disclosing Party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence, including a reasonable protective order. For the sake of clarity, such information shall remain Confidential Information unless subsections 5 (a)-(f) apply.

7. Nothing herein contained shall be construed as (a) an obligation of any Party or its Affiliate to disclose or accept any Confidential Information, or (b) as implying or obligating either Party or its Affiliate to enter into any binding arrangement or agreement unless executed in writing by duly authorized representatives of both Parties.

8. Neither Party may transfer or assign any or all of its rights and/or obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of the other Party. Any transfer, assignment or delegation in contravention of the foregoing shall be void.

9. Each Party hereby warrants that it will not disclose, export or release the Confidential Information in contravention of any applicable laws or regulations.

10. This Agreement shall be governed and construed in accordance with the laws of (i) the State of Utah, if Marshall Radio Telemetry, Inc. is incorporated in the United States of America, or (ii) the country where Marshall Radio Telemetry, Inc. is incorporated, if Marshall Radio Telemetry, Inc. is incorporated outside the United States of America, in either case without giving effect to its conflict of law provisions.

11. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each Party.

TOUGH STUMP TECHNOLOGIES, LLC

Name: Benjamin Brown, COO
Date: Mar 18, 2024

Signature:

55

BOOK SIGN

Marshall Radio Telemetry

Name: Kevin Harcourt, VP Sales
Date: 3/18/2024

Signature:

K. P. Hand