

# MUTUAL CONFIDENTIALITY AGREEMENT

This agreement is entered by and between **Shenzhen Hollyland Technology Co., Ltd.** ("Hollyland") a company organized and existing under the laws of China and which maintains its offices at 8F, 5D Building, Skyworth Innovation Valley, Tangtou Road, Shijian Street, Baoan District, Shenzhen, China, and Juanita Wiratmaja & Ken Handersen ("alineWiratmaja" "kenhandersen") social channels organized and existing under the laws of Indonesia and which maintains its offices at (your address). Hollyland and " alineWiratmaja "" kenhandersen " may also each be referred to as a "Party" and together as the "Parties" in this Agreement.

WHEREAS, The Parties desire to exchange certain information relating to their business operations, financial results, product development, strategy, technology, methodology, processes and may require other information for the purpose of evaluating a potential transaction or set of future transactions and business relationships solely concerning the LARK M2S product and the LARK M2S New Product Launch Event ("the Transaction"); and

WHEREAS, the Parties consider the information which may be requested or provided by one from the other to be proprietary, confidential, and a valuable business asset, and therefore require that the information they each provide to the other be protected from unauthorized disclosure, specifically with regard to the LARK M2S product and the LARK M2S New Product Launch Event.

NOW, THEREFORE, in consideration of this agreement and the disclosure of Proprietary Information (as herein defined), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Proprietary Information.** Proprietary Information means the information which might reasonably be considered to be of a confidential nature supplied by the Parties to each other for the purpose of evaluating, investigating and/or participating in the LARK M2S product and the LARK M2S New Product Launch Event only, whether furnished before or after the date hereof, and regardless of the manner in which furnished, including, but not limited to, information regarding the Parties' and their affiliates' financial results, pricing, costs, planning, product designs, strategic plans, product and business development and research projects, existing products, manufacturing methodology, the identity of vendors, use in competition, consultants and employees and its marketing, business and strategic plans as well as each entity's research and development status generally and existing and planned equipment and technology.
2. **Identification of Proprietary Information.** Proprietary Information shall be marked as same by the disclosing party prior to or at the time of its dissemination to the receiving party. In the event of a verbal disclosure of Proprietary Information same shall be identified as such at the time of disclosure and, within ten (10) business days of such disclosure shall be followed by written confirmation of its protected nature and a general description of the confidential

information so as to place the receiving party on notice of its confidential nature. However, a failure to mark what is otherwise clearly proprietary, a trade secret or confidential material that is otherwise reasonably expected to be seen as protected under this Agreement shall not deprive that information from protection and the receiving party shall consider it to be protected as though marked.

3. **Exceptions to Proprietary Information.** Proprietary Information shall not include information which: (a) is or hereafter becomes publicly available other than as a result of a breach by the Parties (or a Party) of its obligations under this Agreement; or (b) is rightfully received by the Parties from a third party without restriction on disclosure and without a breach of such third party's obligations of confidentiality or (c) is already in the possession of the receiving Party without an obligation of confidentiality at the time of disclosure by the disclosing Party, or (d) was independently developed by the receiving Party without use of the disclosing Party's Proprietary Information, as can be demonstrated by written records or other reasonable evidence, or (e) is required by law or judicial agency pursuant to proceedings over which such agency has jurisdiction to be disclosed by the receiving Party, provided, however, that prior to any such disclosure, the receiving Party shall (1) assert the confidential nature of the Proprietary Information to the agency; (2) immediately notify the disclosing Party in writing of the agency's order or request to disclose; and (3) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
4. **Permissible Disclosure and Use of Proprietary Information.** Each Party agrees not to disclose any Proprietary Information of the other Party to third parties other than to each Party's directors, officers, employees, consultants, engineers, designers, agents, attorneys, accountants or bankers (hereinafter "Representatives") who are required to have the information in order to evaluate or participate in the Transaction and who have signed a non-disclosure agreement in content similar to the provisions hereof, or are otherwise subject to such non-disclosure undertakings prior to any disclosure of Proprietary Information to such Representatives. The Parties agree that they and their Representatives will not use the Proprietary Information except to evaluate the Transaction, and that they will protect the Proprietary Information from unauthorized disclosure.
5. **Protection of Proprietary Information.** The Parties agree to take all reasonable steps to provide for the protection, safekeeping, and to restrain and restrict the disclosure of the Proprietary Information to only those individuals and entities permitted under and bound by this Agreement. The Parties shall inform each person in writing who shall receive Proprietary Information from each in accordance with the terms of this Agreement of the confidential nature of the Proprietary Information and direct such persons to treat it confidentially and not to use it other than solely in connection with evaluating or participating in the Transaction. The Parties shall be responsible for the breach of this Agreement by any person who receives Proprietary information from them

whether or not they have joined in signing this Agreement or sign the aforesaid acknowledgment.

6. **Destruction of Proprietary Information.** Within ten (10) days following the receipt of a written request from the other Party to this Agreement, the receiving Party shall return or destroy all tangible material containing or embodying the Proprietary Information, including, but not limited to, originals, reproductions, and summaries of Proprietary Information, together with a certificate executed by the Chief Executive Officer certifying that all such materials in such Party's possession have been delivered to the other party or destroyed.  
Notwithstanding a Party may maintain a copy in the event that its archiving policies require same and in such event the requirements of this Agreement as to maintaining the confidentiality of such material shall continue so long as such material remains "Confidential Information" as defined herein.
7. **Notification of Unauthorized Disclosure.** Each of the Parties shall immediately notify the other in the event it discovers the loss or unauthorized disclosure of any Proprietary Information and shall take all reasonable steps to retrieve and prevent further loss or unauthorized disclosure of such Proprietary Information. The Parties shall immediately notify the other in the event that it receives demand from any Court or Governmental Agency for disclosure of the Proprietary Information so that an objection where appropriate may be made to such disclosure by the owner of the information.
8. **Operations Unaffected.** Each Party understands and agrees that their current operations and where applicable those of their parent or subsidiaries may be in competition with each other and that this Agreement does not and shall not affect that competition. Nothing in this Agreement shall prevent the Parties hereto from operating their respective businesses in the manner in which they have been operated prior to the commencement of discussions regarding the Transaction so long as accomplished without use of the Proprietary Information in a manner prohibited by this Agreement. In particular, the Parties are aware that both Parties intend to expand their operations worldwide and nothing in this Agreement shall operate to prohibit such expansion. Rather this Agreement is intended to foster cooperative and joint ventures between the parties by assuring each of the other's recognition of, and intent to protect their mutual interests in their Proprietary Information.
9. **Effective Date and Conclusion of Agreement.** The Agreement shall become effective on the date on which it is signed by the last of the parties hereto to sign, and shall expire two (2) years thereafter or upon the written termination of same by either of the Parties delivered to the other, at which time all Proprietary Information received hereunder (and any copies thereof) shall be returned to its owner or destroyed by the Parties, unless a different arrangement has been entered into between the parties in writing. Notwithstanding the earlier termination of, or expiration of the term of this Agreement, Proprietary Information received hereunder shall be protected from unauthorized use and disclosure as required by this Agreement for at least five years from the date of

disclosure and to the extent that such information constitutes a trade secret, for so long as the information remains a trade secret.

10. **Non-Solicitation.** For a period of two (2) years from the date of signing of this Agreement, neither of the Parties, their affiliates or Representatives will (i) employ or attempt to employ, solicit or divert any person who is employed by or a full- time consultant to the other Party or its affiliates (including any person who was employed by or was a full- time consultant to the other Party or any of its subsidiaries within six months prior to the date of any such solicitation, recruitment or hiring), provided that a Party may engage in general solicitations of employment not specifically directed at employees of the other Party; (ii) otherwise induce such employees or full-time consultants to terminate their employment or relationship with the other Party.
11. **No Obligation.** This Agreement does not constitute a joint venture or other such business agreement. The parties expressly agree that the providing of Proprietary Information hereunder and discussions held in connection with the evaluating the Transaction shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other, to enter into any agreement regarding such purpose, or to take, continue or forego any action relating to such purpose.
12. **No Warranty.** ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE, except that it has the right to disclose its Proprietary Information to the receiving Party.
13. **No License.** Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, mask work right or other right of the other Party, nor shall this Agreement grant any party any rights in or to the Proprietary Information of the other Party except as expressly set forth herein.
14. **Choice of Law & Venue.** All disputes arising out of or in connection with this contract shall be submitted to the Shenzhen Court of International Arbitration (SCIA) for arbitration in Shenzhen City in accordance with the laws of the People's Republic of China (excluding the laws of Hong Kong, Macao and Taiwan) and in accordance with the arbitration rules of the Court. The arbitration award shall be final and binding on all parties.
15. **Amendments.** This is the entire Agreement between the Parties concerning the exchange and protection of Proprietary Information relating to the Transaction, and it supersedes any prior written or oral agreements relating thereto and may not be amended or modified except by subsequent agreement in writing signed by a duly authorized officer or representative or each corporate party, and shall be binding on each Party's respective successors and assigns.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed in duplicate originals by its respective duly authorized representative as follows:

**SHENZHEN HOLLYLAND  
TECHNOLOGY CO., LTD.** \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Shauna".

By: Shauna  
Date: 2024/11/12

By:  
Date: