NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this “**Agreement**”) is entered into as of 7/24/2024 by and between Conga, a Delaware corporation (“**Conga**”), and BlueCube, Inc. (“**Receiving Party**”).

# Proprietary Information. The Receiving Party understands that Conga has disclosed or may disclose information relating to its products, prototypes or potential products and the properties, composition, structure or manufacture or processing thereof, or to Conga’s business (including, without limitation, formulas, processes, technical drawings, algorithms, names and expertise of employees and consultants, know-how, ideas, trade secrets, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as “Proprietary Information”. “Proprietary Information” also includes the manner in which any such information may be combined with other information, or synthesized or used by Conga.

# Restrictions. In consideration of the parties’ discussions and any access the Receiving Party may have to Proprietary Information, the Receiving Party hereby agrees:

## to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials);

## not to divulge any Proprietary Information or any information derived therefrom to any third person (except consultants and legal and financial advisors, subject to the conditions stated below);

## not to make any use whatsoever at any time of Proprietary Information except to evaluate internally whether or not to enter into the business arrangements between Conga and the Receiving Party (the “**Authorized Purpose**”);

## not to reverse engineer, decompile or disassemble any Proprietary Information or otherwise attempt to derive the underlying ideas, algorithms, structure, organization or source code thereof.

## Any employee, consultant, or legal or financial advisor given access to any Proprietary Information must have a legitimate “need to know” for the purpose stated above, and shall be similarly bound in writing or subject to a legally-enforceable professional obligation of confidentiality. Without granting any right or license, Conga agrees that the foregoing clauses (i), (ii), (iii), and (v) shall not apply with respect to any information that the Receiving Party can document (A) is or (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) becomes generally available to the public, or (B) was properly in its possession or known by it, without restriction, prior to receipt from Conga, or (C) was rightfully disclosed to it by a third party, provided the Receiving Party complies with restrictions imposed by the third party, or (D) was independently developed, without use of any Proprietary Information, by employees of the Receiving Party who have had no access to such information.

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| **BlueCube, Inc.** (Authorized signatory only) | **Conga** (Authorized signatory only) |
| Printed Name: | \ExternalSignature\ | Printed Name: | \ExternalSignDate\ |
| Signature: | \InternalSignature\ | Signature: | \InternalSignature3\ |
| Signature: | \InternalSignDate\ | Signature: | \InternalSignDate3\ |

Agreement Effective Date: \AgreementEffectiveStartDate\