

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”), effective September 4, 2023 (“**Effective Date**”), is by and between Dunder Mifflin Paper Company, Inc., a Delaware corporation (“**Company**”), and Callister, Inc., a California corporation (“**Counterparty**”).

WHEREAS, each party (as “**Discloser**”) desires to disclose to the other party (as “**Recipient**”) certain confidential information regarding a potential business relationship between the parties (the “**Purpose**”), and Recipient desires to receive such confidential information, subject to the terms set forth under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Information. “**Confidential Information**” means information disclosed by Discloser to Recipient in any manner that (a) if disclosed in writing is marked “Confidential,” “Proprietary,” or in some other manner to indicate its confidential nature; (b) if disclosed in a manner other than in writing, such information is designated as being confidential or proprietary at the time of disclosure or is confirmed in a written summary as being Confidential Information within thirty (30) days of the initial disclosure; or (c) would reasonably be understood to be confidential or proprietary given the nature of the information itself or the circumstances of its disclosure. Confidential Information includes without limitation information related to Discloser’s products or services and markets therefor, customer lists and customers, software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other valuable and non-public information of Discloser. Confidential Information also includes confidential information of a third party held by Discloser and disclosed to Recipient hereunder. Notwithstanding the foregoing, Confidential Information shall not include any such information which Recipient can establish (a) was publicly known or made generally available prior to the time of disclosure to Recipient; (b) becomes publicly known or made generally available after disclosure to Recipient through no wrongful action or inaction of Recipient; or (c) is in the rightful possession of Recipient, without confidentiality obligations, at the time of disclosure as shown by Recipient’s then-contemporaneous written records.

2. Non-Disclosure and Non-Use. Recipient agrees (i) to not disclose the Confidential Information to any third party without the prior written consent of Discloser; (ii) to exercise the same degree of care in protecting the Confidential Information from unauthorized disclosure or misuse that Recipient accords its own confidential information, but in no event less than reasonable care; and (iii) to only use Confidential Information for purposes directly related to the Purpose. Recipient shall not attempt to reverse engineer, disassemble, or decompile any Confidential Information. Recipient will promptly notify Discloser of any unauthorized disclosure or misuse of Confidential Information known by Recipient, or reasonably expected or anticipated by Recipient, whether pertaining to Recipient, Recipient’s employees, agents, affiliates, or contractors, or to a third party. Notwithstanding the foregoing, Recipient may disclose Confidential Information to those of its principals, employees, or agents on a need-to-know basis

related to the Purpose who are bound by confidentiality obligations similar to or greater than the terms of this Agreement.

3. Permitted Disclosures. Any disclosure of any portion of Confidential Information either (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that, to the extent legally permissible and reasonably possible, Recipient shall provide prompt prior written notice thereof to Discloser to enable Discloser (at its sole expense) to seek a protective order or otherwise prevent such disclosure.

4. Ownership. All Confidential Information shall remain the property of Discloser, and no license or other rights to Recipient is granted or implied hereby. Recipient obtains no right or license pursuant to this Agreement under any copyright, patent, trade secret, or other intellectual property right of Discloser, except solely for the use expressly permitted herein.

5. No Warranty. All Confidential Information is disclosed “as is” without any express or implied warranties of any kind. Discloser shall not be responsible or liable for any decisions or actions of Recipient made in reliance on disclosures made pursuant to this Agreement.

6. Injunctive Relief. Recipient acknowledges and agrees that monetary damages may not be a sufficient remedy for any breach of its obligations under this Agreement and that Discloser shall be entitled to seek injunctive relief as a remedy for any such breach by Recipient. Such remedy will not be deemed the exclusive remedy for a breach of Recipient’s obligations under this Agreement, but will be in addition to all other available legal and equitable remedies.

7. Return of Materials. Upon Discloser’s request at any time, Recipient will return to Discloser or destroy, as determined by Discloser, all physical and electronic records containing Confidential Information and will not keep in Recipient’s possession, create, or knowingly or negligently permit any person to maintain, copies of records containing Confidential Information. Notwithstanding the foregoing, nothing shall require the alteration, modification, deletion, or destruction of back-up tapes or other back-up media made in the ordinary course of business, provided that said backup tapes or other back-up media shall be stored in a manner that prevents unauthorized access or use of Confidential Information.

8. Term. The term of this Agreement will commence on the Effective Date and continue for a period of 5 years, unless sooner terminated upon 30 days’ prior written notice by either party (the “**Disclosure Period**”). Recipient’s obligations under Section 2 will survive expiration or termination of the Disclosure Period for an additional period of 5 years (the “**Confidentiality Period**”). The parties’ respective rights and obligations under all other sections of this Agreement shall survive termination or expiration of this Agreement indefinitely.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Delaware without regard to its conflicts of laws provisions.

10. Miscellaneous. Neither party may assign or otherwise transfer this this Agreement, in whole or in part, without the prior written consent of the other party, and any assignment contrary to this provision will be void; provided, however, that either party may

assign this Agreement in connection with the sale of all or substantially all of its assets. Subject to the foregoing limitations, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power, or remedy. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by both parties. This Agreement constitutes the entire agreement and understanding of the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings between the parties, both oral and written.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed as of the Effective Date each by its duly authorized representative.

Dunder Mifflin Paper Company, Inc.

Callister, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____