

VISITOR NONDISCLOSURE AGREEMENT (“AGREEMENT”)

I understand that in visiting Lyten, Inc.’s (“Lyten”) premises (the “Premises”) that I may have access to Lyten’s confidential and/or proprietary information containing business and/or technical trade secrets (“CI”) belonging to Lyten or third parties, or other information that is US export/ITAR controlled.

In consideration for admission to the Premises, I agree to hold in the strictest confidence and not to divulge, copy, reverse engineer, make use of, or attempt to derive underlying information in any CI that is disclosed to me or that I observe on the Lyten premises. I will not photograph, copy, record, or remove any document, equipment, information, or materials from the Premises which I may have access to during my visit without Lyten’s verbal or written consent.

I agree to comply with US export control laws and can expect that disclosures are EAR 99 unless I am informed otherwise. I also agree not to remove, export, or reexport from the United States any such CI or any direct derivative thereof in violation of US export control laws (meaning non-EAR99 CI) and to comply with all licenses and approvals required under, applicable export laws and regulations, including, without limitation, those of the U.S. Department of Commerce and the U.S. Department of State. I may ask Lyten the classification of the CI disclosed.

I understand that the term of confidentiality for any business CI is Five (5) years from the date of disclosure and for any technical CI until publicly disclosed through another source.

I understand that this Agreement is binding on me (my employer, if applicable) and my heirs, executors, administrators, and assigns and inures to the benefit of Lyten, its successors and assigns. This Agreement constitutes the entire understanding between Lyten and me with respect to its subject matter, only a valid Non-Disclosure Agreement with stronger protections will supersede this Agreement.

I understand any unauthorized disclosure will likely cause Lyten immediate, irreparable harm that money damages cannot compensate for and so I agree that Lyten will have the right to seek injunctive or equitable relief in any court of competent jurisdiction for any violation or threatened violation of this Agreement; otherwise, for any other matter I consent to the laws of California without reference to conflict of laws principles, and to the jurisdiction and venue of the courts located in Santa Clara County, California.

- I agree to wear a visitor badge, be escorted, and comply with escort instructions during my visit (including, if necessary, wearing PPE and instructions on how to respond to an emergency).
- If I am not a US citizen or Green Card holder, then I will disclose my citizenship below.
- If my employer already has an NDA with Lyten its terms shall apply to my employer and to me as an employee; while this NDA shall apply to me as an individual.

I HEREBY AGREE for myself and on behalf of my employer (if applicable) to the above terms in consideration for entry to the Premises.

I am representing myself (and if applicable, Company name: _____)

Visitor Signature: [_____]

Print Name: _____

Title: _____

Date(s): _____

Premises location visited: _____

I am a US Citizen or Permanent Legal Resident (i.e. Green Card holder);

if not, my citizenship is: _____