

to include them in the EK's billing statement. Shall disputes or discrepancies arise, it shall be resolved jointly by both parties within 15 calendar days from the date when the meeting was made for such purpose.

7. Assist EK in addressing any concerns and queries from the public on the implementation of this Agreement.

II. Term and Termination

This Agreement shall have a term of one (1) year from Effective Date unless sooner terminated, with cause, by a Party upon written notice to the other Party.

III. Miscellaneous Provisions

A. **Intellectual Property.** EK does not grant unto BLWD any intellectual property rights relating to the Product. All title, rights and interests over the Product and other intellectual property that may be used, employed, developed, advanced, built, acquired, or improved upon as a consequence of or incidental to the sale of the Product under this Agreement shall belong exclusively to EK. This provision applies with respect to all Intellectual Property of EK, whether existing prior to, on or after the date hereof.

B. **Confidentiality.** BLWD, its employees or any other persons acting on behalf of the BLWD, shall treat as strictly confidential all proprietary information and documents, including without limitation, trade secrets, business models, customer lists, capabilities and pricing, which come to their attention or which the other Party provides (collectively "Information"), and further, shall not in any way disclose to any third party, or use for any third party's benefit, any such Information obtained in the course of or in connection with the performance of services herein. This obligation of confidentiality and non-disclosure shall survive the termination of this Agreement.

The restrictions of confidentiality will not apply, however, to any information which (i) was known to the receiving party before receipt from the disclosing party; (ii) is or becomes publicly available through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; (v) is independently developed by the receiving party without a breach of this Agreement; or (vi) is disclosed by the receiving party with the disclosing party's prior written approval.

C. **Representation and Warranties.** Each Party represents and warrants that its authorized representative has full power and authority to execute, deliver and perform their covenants and undertakings under this Agreement, and that all corporate approvals or authority required before or after have been duly secured, and that this Agreement constitutes their valid and binding obligations, enforceable against them in accordance with the terms of this Agreement.

D. **No Exclusivity; No Employee-Employer Relationship.** EK acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to EK any exclusive rights or privileges to the exclusion of any other third parties.