

Non-Disclosure Agreement

“Agreement”

between

Imnoo AG
Sägereistrasse 25
8152 Glattbrugg
Switzerland

hereinafter "**Imnoo**"

and

Service user of Imnoo Services

hereinafter "**Partner**"

together "**Party**" or the "**Parties**"

Background

- A. Imnoo develops implements and operates innovative software solutions for industrial companies (the "**Services**").
- B. Partner is a contract manufacturer who intends to use the Services.
- C. During the examination and the possible following use of the Services by Partner (collectively, the "**Business Relationship**"), the Parties may perceive or exchange confidential information. The Parties herby intend to regulate the handling and in particular the act of keeping confidential of the confidential information in a binding manner.

NOW THEREFORE, the Parties hereto agree as follows:

1. Confidential Information

Within the context of the Business relationship, both Parties will exchange and apprehend information of a confidential nature in electronic, written, oral, graphic or other form, in particular orders, technical drawings, CAD designs, calculations, plans, customer information, correspondence, business models, business processes, concepts, ideas, know-how and the Services themselves (together "**Confidential Information**").

Confidential Information shall not include (i) information that is already publicly known or becomes publicly known through no fault of the relevant Party, (ii) information that is already legally in the possession of the respective Party or are developed independently and without reliance on Confidential Information of the other Party (iii) information disclosed to a Party by a third party who is not obligated to maintain confidentiality with respect to either Party, and (iv) information that must be disclosed by law.

The Partner acknowledges and accepts that, in order to improve the Services and develop new products, Imnoo may use the raw data provided by Partner, such as technical drawings or CAD designs, for selected properties (geometric data, material, product master data, tolerances and other time and/or cost factors) for analysis purposes and extract thereof vectors and charts for machine learning purposes (hereinafter referred to as "**Analysis Results**"). The Analysis Results are anonymized in such a manner that a reconstruction or reverse engineering of the raw data is not possible. Analysis Results do not constitute Confidential Information under this Agreement, nor will any personal data (e.g., the identity of the drawing creator or drawing reviewer) be stored. Imnoo is authorized to evaluate, process, modify or otherwise use the Analysis Results (i) within the scope of the Business Relationship or (ii) for internal purposes, i.e., the performance and advancements of its services. Analysis Results are property of Imnoo and at Imnoo's unrestricted disposal. Partner acknowledges and agree not to have any rights whatsoever to Analysis Results.

If a Party is required by a court order or similar decision of any competent judicial or administrative body to disclose all or any of its Confidential Information, the disclosure of Confidential Information made thereunder shall not constitute a breach of this Agreement, provided that (i) such Party makes reasonable efforts to give notice to the other Party in advance so that the other Party may have the opportunity to take legal action at its own expense, (ii) such Party cooperates reasonably with the other Party in taking such legal action, (iii) such Party, if disclosure of Confidential Information is required by law, will in any event disclose only such Confidential Information that it is obligated to disclose, and (iv) to the extent it is able and permitted by law, ensures that the authority issuing the order treats the disclosed information as confidential.

2. **Obligation to Confidentiality**

Each Party undertakes to keep secret all Confidential Information of the other Party, in particular business and trade secrets, which has come to its knowledge during the preparation, performance, and fulfillment of the contractual obligations and not to transfer Confidential Information to third parties without the authorization of the other Party.

This obligation shall apply beyond the termination of the business relationship between the Parties. It shall expire 5 years after disclosure of the Confidential Information concerned.

The disclosure of Confidential Information to third parties which is required for rendering the Services or Support shall not be considered a breach of the confidentiality obligations under this Agreement. Such third parties are essentially digital service and/or cloud providers (e.g., Microsoft), where the Confidential Information is stored securely and separately from other customer data. If parties are engaged for optional services (API), Imnoo shall inform Partner in advance about their involvement, e.g. by notice within the respective service when selected by Partner.

The Parties agree to impose the confidentiality obligations of this Agreement on all employees, directors, officers, internal and external consultants, assistants, and agents (the "Secret Carriers") who learn or may know Confidential Information.

3. **Handling of Confidential Information**

The Parties shall ensure that all stored or otherwise available Confidential Information is protected against access by non-authorized persons. In particular, Imnoo will not disclose Confidential Information to manufacturers in the mechanical, electrical and/or metal engineering industry, or to customers, suppliers or competitors of Partner without the express consent of Partner.

This Agreement does not establish any obligation to store, archive or otherwise preserve any Confidential Information.

4. **No representations and warranties**

The Parties do not make any representations or warranties regarding the availability, accessibility, accuracy or completeness of the Confidential Information.

5. **Intellectual Property**

The Confidential Information of a Party shall in any case remain the property of that Party. In particular, this agreement does not include any transfer of intellectual property rights. This Agreement does not grant or transfer any industrial property rights contained in the Confidential Information nor does it grant or transfer any licenses for such industrial property rights or other licenses.

6. **Breach of Contract**

If a Party or one of its Secret Carriers breaches any of the provisions of this Agreement, it shall, at the first request of the other Party, delete or destroy all Confidential Information in its possession and in the possession of its Secret Carriers (including all backups and other copies) and shall confirm in writing to the other Party that the deletion or destruction has taken place. The Party affected by a breach of this Agreement shall be entitled to all legal remedies resulting from the breach.

In the event of a legal dispute to enforce the claims arising from this Agreement, the claimant shall be entitled to reasonable reimbursement of costs and expenses by the other Party.

7. Miscellaneous

7.1. No Further Obligations

This Agreement shall not give rise to any further obligations on the part of the Parties other than the rights and obligations expressly mentioned therein.

7.2. Costs

Each Party shall bear its own costs in connection with this Agreement.

7.3. Modifications and Amendments

Modifications and amendments to this Agreement (including this clause) must be made in writing.

7.4. Notification

All notices of the Parties under this Agreement shall be given in writing to the address of the other Party given at the beginning of this Agreement.

7.5. Severability

Should this Agreement be or become invalid in whole or in part, the remaining provisions shall remain unaffected. The Parties undertake to replace an invalid provision with a valid provision that comes as close as possible to the intended purpose of the invalid provision. The same shall apply in the event of a legal loophole.

7.6. No Waiver

Any delay or (partial) failure by any Party to exercise any rights shall not be considered a waiver of such rights and shall not result in their forfeiture.

8. Governing Law und Jurisdiction

This Agreement is governed by the material laws of Switzerland.

Disputes or claims arising out of or in relation to this Agreement shall be settled exclusively by a competent court having jurisdiction at the registered office of Imnoo.

Executed in 2 copies on the date mentioned below:

Glattbrugg, November 15, 2023

Imnoo AG

A handwritten signature in blue ink, appearing to be 'H. Szabo', written over a horizontal line.

Hunor Szabo

CEO