

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is made and entered into as of the date of 22/06/2023, by and between Moldeo Técnico S.A., a corporation duly organized and existing under the laws of Spain, having its registered office at C/ Argila, 6 Pol.Ind. Magarola Sud 08292 Esparreguera, and its subsidiaries (), and Moldblade SL a corporation duly organized and existing under the laws of Spain having its principal office at C/ Conde Altea, 22 10 (46005) Valencia (“Company”).

WHEREAS, the parties hereto wish to discuss and evaluate the viability of entering into a business relationship. In the course of such discussion, each party (the “Disclosing Party”) may, from time to time, disclose to the other party (the “Receiving Party”) certain technical and/or business information which the Disclosing Party considers confidential and proprietary.

NOW, THEREFORE, in consideration of the mutual promises and covenants, and obligations contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. **Definition.** “Confidential Information” herein shall mean any and all technical and non-technical information provided by the Disclosing Party to the Receiving Party, including but not limited to any trade secret, idea, invention, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula, model, or test data relating to the Disclosing Party’s research projects, work-in-process, future developments, engineering, licenses, manufacturing, marketing, servicing, financing, personnel matters, past, present or future products, samples, prototypes, sales, suppliers, clients, customers, employees, investors, inventors, or business, or information obtained by inspection, testing or analysis of any hardware, software or other tangible object provided by the Disclosing Party, whether in oral, written, graphic, electronic or other form. Confidential Information disclosed in tangible form may or may not be marked with a “confidential,” “proprietary,” or other similar legend. Whether or not so marked, the information shall be deemed to be Confidential Information. If any Confidential Information is disclosed orally or visually, such information shall be identified at the time of disclosure as being confidential and confirmed in writing in summary form and designated as confidential within thirty (30) days of such disclosure.
2. **Purpose.** The parties of this Agreement may use the Confidential Information solely for the purpose of discussion of and assessing potential business relationship and/or evaluation of technical development opportunities (“Purpose”).
3. **Obligations of Confidentiality and Permitted Use.** a) The Receiving Party shall neither disclose to any third party any Confidential Information of the Disclosing Party, nor use the Confidential Information for its own benefit except for the Purpose hereof. The Receiving Party shall limit dissemination of the Confidential Information only to its employees, consultants, directors and/or officers who need to know such Confidential Information to further the Purpose hereof provided that they are bound by a confidentiality agreement with the Receiving Party no less restrictive than this Agreement. The Receiving Party shall use at least the degree of care, to avoid disclosure of such Confidential Information as it uses with respect to its own proprietary information of like importance, but no less than the same degree of care generally used by others in the industry to protect their own proprietary information. b) The Receiving Party shall not copy, reproduce, duplicate, decompile, alter, edit, disassemble, or reverse-engineer any Confidential Information of the Disclosing Party and/or tangible objects containing the Confidential Information, and shall not cause any third party to do the same. The Receiving Party agrees not to distribute, offer for sale, sell, deliver, or transfer the Disclosing Party’s samples to any third parties.
4. **Exceptions to Confidentiality.** Notwithstanding any other provisions of this Agreement, this Agreement imposes no obligation and restrictions upon the Receiving Party with respect to Confidential Information received hereunder which: (a) at the time of receipt, was otherwise known to the Receiving Party; (b) becomes known or available to the Receiving Party from a source other than the Disclosing Party and without breach of this Agreement by the Receiving Party; (c) is, or becomes, part of the public domain without breach of this Agreement by the Receiving Party;

(d) is disclosed by the Receiving Party with prior written approval of the Disclosing Party; (e) is developed independently by employee(s) of the Receiving Party who has had no access to the Confidential information; or (f) is required to be disclosed by the Receiving Party by applicable law or court orders; in such case the Receiving Party shall disclose only that portion of the Confidential Information legally required to disclose; provided that the Receiving Party shall give prompt notice to the Disclosing Party upon receipt of such request so that the Disclosing Party may seek a protective order or other appropriate relief from proper authority. The Receiving Party shall assume the burden of proof of any of the above exceptions.

5. **No License.** All the Confidential Information furnished by the Disclosing Party hereunder shall remain the sole property of the Disclosing Party. No right or license, express or implied, under any patent, copyright, trade secret, or other intellectual property right of the Disclosing Party is granted, implied or created under this Agreement.
6. **Disclaimers.** Confidential Information is provided "AS IS". No warranty concerning the Confidential Information in any nature or any kind, including but not limited to warranties of accuracy, completeness, performance, non-infringement, or fitness for a particular purpose will be made under this Agreement, either expressly or by implication or otherwise.
7. **Return of Information.** Upon any termination of this Agreement, or upon the written request by the Disclosing Party made at any time, the Receiving Party shall return or certify to destroy all the Confidential Information together with all copies thereof.
8. **No Obligations.** It is understood that Confidential Information will be disclosed by the Disclosing Party to the Receiving Party at sole discretion of the Disclosing Party. Neither party has an obligation under this Agreement, express nor implied, including but not limited to the obligation of the negotiation, to purchase, offer for sale, sell, license or otherwise dispose any products, services or technology, or to enter into any business transaction, or to refrain from engaging in a relationship with any third party. Subject to the obligations hereof, neither party shall be precluded from independently developing or acquiring products, services or technology, or pursuing business opportunities similar to or competitive with those covered by this Agreement.
9. **General.**
 - 9.1 This Agreement shall be effective as of the Effective Date hereof and shall continue for a period of three (3) years thereafter unless terminated earlier by written notice from one party to the other party. The obligations and restrictions imposed upon the Receiving Party with respect to the Confidential Information under this Agreement shall survive any termination and/or expiration for a period of two (2) years after the termination and/or expiration of this Agreement.
 - 9.2 The Receiving Party acknowledges that unauthorized disclosure or use of the Disclosing Party's Confidential Information will constitute a material breach of this Agreement and could cause irreparable harm and significant injury to the Disclosing Party for which damages would not be a fully adequate remedy. In the event of any such breach, in addition to any other rights and available remedies it may have, the Disclosing Party shall have the right to obtain immediate injunctive relief (without being required to post any bond or other security) to enforce obligations under this Agreement.
 - 9.3 This Agreement shall be governed and construed by and under the laws of Barcelona of Spain, regardless of its rules of conflict of laws.
 - 9.4 All disputes arising from performance of this Agreement should be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall then be submitted to the Courts of the city of Barcelona (Spain).
 - 9.5 The parties agree to comply with all applicable export and import control laws and regulations. Either party also agrees that it shall not knowingly export or re-export, directly or indirectly, to any country, any of the Confidential Information without first having obtained all necessary approvals thereof.

- 9.6 If any part, term, or provision of this Agreement shall be found illegal, invalid or in conflict with any applicable law, the validity of the remaining provisions hereof shall not be affected thereby.
- 9.7 Neither party may transfer or otherwise assign its rights, duties, and obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 9.8 No waiver, modification or amendments of this Agreement shall be binding on either party unless made in writing and signed by the parties and no failure or delay in enforcing any right will be deemed a waiver.
- 9.9 This Agreement constitutes the entire agreement between the parties concerning the treatment of Confidential Information to which this Agreement relates, and supersedes all previous and contemporaneous understandings, agreements, communications and representations between the parties regarding the Purpose.
- 9.10 Both Parties agree that all of the samples supplied by Supplier after execution of this Agreement (both the testing sample free of charge or sample sold with the price) shall be regulated by the terms and conditions hereunder, save for certain provision which may be replaced by the corresponding provision agreed otherwise in the respective sales agreement for sample or sample testing contract entered into by the Parties.
- 9.11 The parties may sign this Agreement in several counterparts, as an original or by facsimile or scanned electronic transmission, each of which will be deemed an original but all of which together will constitute one document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: Moldeo Técnico S.A.

By: Moldbalde SL

Name: Roberto héctor Gava



Name: JAVIER ROMERO BORI

Title: General Manager

Title: Administrator