MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into by:

Party A: Hielscher Ultrasonics GmbH,
registered seat: Teltow, Germany;
address: Oderstr. 53, 14513 Teltow, Germany.
Party B:
registered seat:
address:

Each is a “Party” and together the “Parties”. The date of the later signature below is the “Effective Date”. The “Registered Seat” of each Party is the registered seat stated above, fixed as of the Effective Date for Section 11.

1. Purpose and reciprocal roles

The Parties may exchange information to discuss, evaluate, negotiate or conduct current or potential technical, engineering, research, product, commercial and business cooperation between them (the “Purpose”). For each disclosure, the supplying Party is the “Disclosing Party” and the other is the “Receiving Party”. Every right and obligation applies equally to both Parties in these roles.

2. Precisely identified Confidential Information

“Confidential Information” means information disclosed during the term, in a document, email, electronic file, drawing, dataset, sample, prototype or other tangible form, only where that particular information is expressly marked “CONFIDENTIAL” when disclosed. A marked email subject covers its message body only; each attachment or physical item must itself be marked or individually named as confidential in the accompanying written transmission. Copies, extracts and analyses are protected only insofar as they reveal such properly identified information.

Oral disclosures, demonstrations, presentations and other unrecorded disclosures become Confidential Information only upon receipt of a written confirmation expressly marked “CONFIDENTIAL” that identifies the protected subject matter with reasonable specificity and is delivered within 30 calendar days of the disclosure. Protection begins on receipt of that confirmation, not retroactively. Information not identified in the specified manner is not protected by this Agreement.

3. Information not covered

Confidential Information excludes information the Receiving Party can reasonably substantiate: (a) was publicly available without breach of this Agreement; (b) was lawfully known to it without a duty of confidence before disclosure; (c) was received lawfully from another source free to disclose it; (d) was independently developed without use of Confidential Information; or (e) was released from confidentiality by the Disclosing Party in writing.

4. Use, safeguards and permitted conduct

The Receiving Party shall use Confidential Information solely for the Purpose, protect it with at least reasonable care and no less than the care used for its similarly sensitive information, limit access to the minimum necessary, and make copies only as needed for the Purpose. It shall not disclose it except under Sections 5 or 6. It shall promptly report any known unauthorized disclosure and take reasonable steps to limit resulting harm. Reverse engineering, disassembly or decompilation of a marked confidential sample, prototype or software is prohibited unless expressly permitted in writing or required by non-excludable law.

5. Internal personnel and approved outside recipients

The Receiving Party may disclose Confidential Information to its own employees, directors and officers ("Internal Personnel") solely as needed for the Purpose, without separate approval or a

new NDA, provided they are already bound by enforceable written confidentiality obligations covering that information under an employment, appointment or service agreement with the Receiving Party. Before giving access to any other person or entity, including external advisers, consultants, contractors, IT providers, affiliates or their personnel, the Receiving Party must (a) obtain the Disclosing Party's prior written approval and (b) ensure that recipient has signed a separate written NDA directly with the Disclosing Party on terms no less protective than this Agreement. No recipient obtains independent rights under this Agreement. The Receiving Party remains responsible for unauthorized use or disclosure by anyone to whom it grants access. Disclosure compelled by law is governed only by Section 6.

6. Disclosure compelled by law

If disclosure is required by law, court order or a competent authority, the Receiving Party may disclose only the legally required portion. Where legally permitted and reasonably practicable, it shall first notify the Disclosing Party and reasonably assist with confidential treatment, at the Disclosing Party's expense.

7. Ownership; no license or business commitment

All Confidential Information and intellectual-property rights remain with the Disclosing Party or their respective owners. No license, transfer of rights, exclusivity, non-compete or obligation to transact arises from this Agreement. Confidential Information is provided as is, without contractual warranty of accuracy, completeness or suitability. Each Party must have the right to disclose information it supplies. Neither Party may use the other's name, trademarks or logos publicly without prior written consent.

8. Return, deletion and records

At the Disclosing Party's written request during the term, the Receiving Party shall promptly return or securely destroy the requested Confidential Information and any copies, and confirm completion on request. Limited copies required by applicable law, bona fide litigation holds, and inaccessible routine backups pending normal overwrite may be retained; until the Expiry Date, those copies must be secured and not used for any other purpose.

9. Fixed five-year duration

This Agreement takes effect on the Effective Date and expires automatically on its fifth anniversary (the "Expiry Date"), without renewal or extension. All confidentiality, use, restriction and other prospective obligations under this Agreement end on that date, including those concerning trade secrets and information disclosed late in the term. Either Party may end further voluntary exchanges earlier by written notice, without extending or shortening the Expiry Date. Expiration does not extinguish claims accrued for breaches committed before the Expiry Date.

10. Remedies and losses

For any breach, each Party may seek relief available under the applicable law and Section 11. Any contractual claim for monetary compensation is limited to actual loss proven to have been caused by the breach; no fixed, presumed, punitive or liquidated damages, contractual penalties or indemnities are agreed. Court costs and recoverable legal fees are governed solely by applicable law. Both Parties have the same access to legally available injunctive or other non-monetary relief.

11. Defendant's governing law and courts

Any dispute arising from or relating to this Agreement shall be brought exclusively before the courts having territorial and subject-matter jurisdiction at the Registered Seat of the Party named as defendant in the initial proceeding (the "Defendant"). The substantive law of the country and, if applicable, state or province of that same Registered Seat governs this Agreement and the claims in that proceeding, excluding conflict-of-laws rules. Each Party consents to this choice to the extent legally permissible. Counterclaims follow the initial proceeding to the extent permitted

by mandatory law; mandatory rules on jurisdiction, procedure and recognition or enforcement of judgments remain unaffected.

12. Final provisions

Neither Party may assign this Agreement without the other's prior written consent. Amendments and waivers require a writing signed by both Parties; failure to enforce a provision is not a waiver. If a provision is unenforceable, the remainder remains effective to the extent permitted by law. Notices must be in writing and delivered to the other Party's registered address stated above or an address later notified in writing. This Agreement comprises only Sections 1 through 12 and these signatures and supersedes earlier confidentiality discussions regarding its subject matter. No third party has enforcement rights under it. Counterpart signatures, including electronic signatures and exchanged signed PDF counterparts, are permitted to the extent recognized by applicable law. The English text governs.

SIGNED by authorized representatives

Hielscher Ultrasonics GmbH (Party A)

Signature: _____

Name: _____

Title: _____

Date: _____

_____ **(Party B)**

Signature: _____

Name: _____

Title: _____

Date: _____

Explanation of our standard NDA terms

NON-CONTRACTUAL INFORMATION - Not part of the signed Agreement

We appreciate the opportunity to exchange information and believe that a confidentiality agreement should be fair and balanced. Our standard NDA therefore gives both Parties the same rights and protections when disclosing information and imposes the same obligations when receiving it. We do not accept one-sided provisions that favor either Party. The explanations below describe several of our standard terms and why we apply them consistently. We respectfully ask that these terms be accepted without amendment. This page is explanatory only and is not part of the signed Agreement.

Explicit "CONFIDENTIAL" markings (Section 2). The recipient needs to identify exactly what is protected, without guessing from context. Mark each document, file or sample, or identify the item individually in a contemporaneous written cover message. An email subject marking does not automatically extend to unmarked attachments.

Oral information: confirmation within 30 days (Section 2). Unrecorded discussions are hard to reconstruct accurately. A timely, specific written summary creates a shared record. Unconfirmed oral remarks are not protected by this NDA, and later confirmation does not create liability for earlier conduct.

Exactly five years, including trade secrets (Section 9). A fixed end date prevents open-ended obligations for either Party. Confidentiality does not run five years from each disclosure; everything expires on the same date. Information needing longer contractual protection must be addressed separately before it is supplied.

Internal staff and outside recipients (Section 5). Employees, directors and officers of a signatory may access protected information on a need-to-know basis if their employment, appointment or service agreement already contains binding written confidentiality terms that cover it. They need no additional individual NDA or approval. Other recipients, including outside advisers, contractors, IT providers and separate group companies, require prior written approval and a separate NDA directly with the Disclosing Party. Each signatory remains accountable for persons it gives access.

The defendant's local law and courts (Section 11). Neither Party is required to defend an initial claim in the claimant's preferred jurisdiction. If Hielscher is sued, its registered seat determines the courts and law; if the other Party is sued, its registered seat determines them. The seat is fixed when signing to avoid later manipulation. Mandatory local rules can still limit enforcement internationally.

Actual losses, not automatic penalties (Section 10). Neither Party should owe an arbitrary sum simply because a breach is alleged. Proven losses and legally available preventive orders remain possible. The same standard applies to both Parties.

Ownership, technical samples and return requests (Sections 4, 7 and 8). Disclosure grants no IP license or permission to reverse engineer protected equipment or software.