

# Mutual - Non-Disclosure Agreement Products, Services & Systems (English)

**Term of the agreement:** The term of this agreement is 2 years. It begins when signed by both PSS and Company and automatically renews for 2 year periods unless terminated by either party in writing upon not less than 30 days' written notice addressed to the position title and address of the authorised signatory of the other party to this agreement. For the avoidance of doubt, either party may be the receiving party or disclosing party under this agreement.

**Purpose of the disclosure:** The parties have certain proprietary or confidential technical and business information they anticipate exchanging including technical information, commercial and design information, 3D models including but not limited to solid models, 3D PMI and associated metadata of the parties' products, services and/or systems designs ("Design Information") to evaluate a proposed purchase by one party of the other party's products, services or systems (the "Proposed Transaction").

**Duration of the obligations:** The obligations under this agreement shall continue while ever Design Information which is a trade secret remains a trade secret or for all other Design Information for a period of ten years from the date that the relevant Design Information is disclosed. In the event of oral disclosure of Design Information, such disclosures shall be kept confidential for a period of five years from the date of termination of this agreement.

**Disclosures made under this agreement:** Any information relating to a party which is made available (whether before or after this agreement is agreed) in writing, visual or machine readable form (including by fax and other forms of electronic transmission) or orally to the receiving party by the disclosing party (or any member of the disclosing party's group of companies) shall be deemed to be Design Information.

## **General Terms and Conditions:**

1. The receiving party will keep the Design Information disclosed to them secret and confidential, and shall:
  - a. use the Design Information only for evaluating the Proposed Transaction;
  - b. not alter or reproduce any part of the Design Information or remove any proprietary rights notice or other information;
  - c. keep the Design Information secret and confidential and establish and maintain adequate security measures to safeguard the Design Information from unauthorised access or use;
  - d. only disclose Design Information as expressly permitted by this agreement and promptly notify the other party if any of its Design Information is disclosed in breach of this agreement;
  - e. not export or re-export any export controlled Design Information without first complying with all applicable export control laws, including obtaining any export authorisation or license;
  - f. stop using and promptly return or destroy all Design Information after evaluating the Proposed Transaction which shall be deemed completed at the earlier of either the placing of an order by the Company or the expiry of 90 days from the date of the Design Information being disclosed to the recipient; and
  - g. not use Design Information for the purpose of designing or manufacturing the disclosing party's products, services and/or systems for a third party.
2. The receiving party may:
  - a. disclose Design Information only to such of its officers, employees and consultants who have a need to know to evaluate the Proposed Transaction and who are bound in writing to confidentiality obligations and use restrictions at least as restrictive as in this agreement; and
  - b. disclose Design Information to comply with a legal obligation, but only, to the extent legally permissible, after promptly notifying the disclosing party of its disclosure obligation so that the disclosing party may seek an appropriate protective order.
3. The obligations under this agreement shall only cease to apply in respect of Design Information to the extent that:
  - a. it is, or becomes generally available to the public, other than through an act or omission on the part of the receiving party; or
  - b. the recipient has reasonable proof that it was already lawfully known to the recipient before it was disclosed by the disclosing party; or

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- c. the recipient has reasonable proof that it has been received from a third party which was not under any obligation of confidence in respect of that Design Information.
4. The disclosing party is not making any representation to the accuracy or completeness of any Design Information.
  5. Nothing contained herein transfers ownership of or constitutes a license to any intellectual property. Unless otherwise agreed upon by the parties in writing, nothing in this agreement will constitute an offer by or on behalf of either party and neither party will be under any obligation to accept any offer or proposal which may be made by the other party or on its behalf.
  6. A party to this agreement upon request of the other party agrees to confirm in writing that the Design Information has been returned and/or deleted in accordance with the provisions of this agreement.
  7. Termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.
  8. Without prejudice to any other rights or remedies which either party may have, each party acknowledges and agrees that damages would not be an adequate remedy for each breach by either party of the provisions of this agreement and either party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either party of the rights under this agreement.
  9. This agreement is governed by and construed in accordance with the laws of England and the parties hereby submit any dispute arising hereunder to the exclusive jurisdiction of English Courts.
  10. This agreement can be modified or changed, and a waiver of a party's rights made, only by a written instrument signed by both parties.
  11. Neither party may assign this agreement without the prior written consent of the other party.
  12. This agreement can be signed in counterpart and electronic copies are binding to the same effect as an original version.
  13. English shall be the legal language of this agreement, and all parties waive any right to use and/or rely upon any other language, translation or interpretation. The parties specifically agree that in the case of any inconsistencies or interpretation disputes, the English language version shall prevail.

PSS SEAL, LLC  
(referred to as "PSS")

Company name: \_\_\_\_\_  
(referred to as "Company")

Duly authorised to sign on behalf of PSS SEAL, LLC

Duly authorised to sign on behalf of Company

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

[Insert name]  
[Insert position]

Name:  
Position:

Address:  
[Insert address]

Address:

Date: \_\_\_\_\_

Date: \_\_\_\_\_