AGREEMENT

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "**Agreement**") is made and effective as of the date of the last signature below (the "**Effective Date**") by and between the parties identified below.

ADDITIVE PLUS

LEGAL NAME	A Plus Industrial LLC
D/B/A	Additive Plus
ENTITY	Delaware LLC
HEAD OFFICE	17800 South Main Street, Unit 104 Gardena, CA 90248, USA

COMPANY

LEGAL NAME	_____
ENTITY TYPE	_____
REGISTERED OFFICE	_____
	_____
NOTICE EMAIL	_____

A+ and Company may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS A+ and Company are considering a potential business initiative to be undertaken between the parties and pertaining to the evaluation, quotation and manufacture of parts, prototypes and tooling by additive manufacturing (3D printing), and related design-for-manufacturing, engineering, finishing and inspection services (collectively, the "**Business Purpose**"), and each of the Parties (the "**Receiving Party**") has been or will be provided with, and/or will have access to, certain valuable and proprietary business and technical information and/or trade secrets belonging to the other Party (the "**Disclosing Party**").

NOW, THEREFORE, in consideration of the mutual covenants herein, intending to be legally bound, the Parties agree as follows:

TERMS

1 Confidential Information

"**Confidential Information**" means all data, information, communications and materials, whether in a written, oral, electronic or visual format, which the Disclosing Party designates, either verbally or in writing, to the Receiving Party as being confidential or which, given its character or the circumstances surrounding its disclosure would generally be understood to be confidential (collectively referred to as "**Confidential Information**"). Confidential Information includes but is not limited to, software applications, programs, platforms, source and object code and any derivatives or components thereof, product end user data, aggregate or anonymized samples of product end user data, technical and other drawings, algorithms, inventions (whether patentable or not), construction documents, schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information, presentation materials, reports, research, ideas, works of authorship, know-how, formulas, processes, business and/or product distribution plans or roadmaps, Personal Data (as defined herein), customer lists, employee lists, contractor/vendor lists, product pricing information, rate cards, financial, costing and sales information, product samples, styles and designs, trade secrets, production and sourcing data and any proprietary information observed or disclosed during a company tour or visit.

2 Non-Disclosure and Safeguard of Confidential Information

Subject to Section 3 below, the Receiving Party, including its owners, directors, managers, Affiliates (as defined herein), employees, advisors, attorneys, accountants, agents, bidders and independent contractors (collectively, "**Representatives**"), shall (a) take security precautions equivalent to or greater than the precautions it takes to protect its own Confidential Information, but no less than a reasonable degree of care, to keep the Disclosing Party's Confidential Information confidential and secure; (b) not modify, disseminate, or in any way disclose to any third party the Confidential Information, except as expressly provided for herein or with the express written consent of the Disclosing Party, provided that the Receiving Party may modify design files and technical data as reasonably required for the Business Purpose (including file repair, format conversion, orientation, support generation and slicing for manufacturing); (c) not decompile, decipher, disassemble or reverse engineer any item of Confidential Information of the Disclosing Party, or any part thereof, or attempt to access the source code of any object code version of software included in such item, except to the extent such prohibitions are not enforceable under applicable law notwithstanding this limitation; (d) not use the Confidential Information for any purpose other than in connection with the Business Purpose, and (e) not use the Confidential Information in any way harmful to the Disclosing Party. For purposes of this Agreement, "**Affiliate**" or "**Affiliates**" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, that directly or indirectly, controls, is controlled by, or is under common control with a Party to this Agreement. The Receiving Party shall make the Confidential Information available only to those of its Representatives who have a need to know in connection with the Business Purpose and who are bound by obligations of confidentiality and non-use substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. In addition, unless otherwise required by applicable law in the reasonable opinion of its counsel, neither Party nor its Representatives will, without the other Party's written consent, disclose to any person either the fact that discussions or negotiations are taking place between the Parties concerning the Business Purpose, or any of the terms, conditions or other facts with respect to the Business Purpose, including without limitation, the status thereof and the fact that the Confidential Information has been made available to such Party. If the Receiving Party becomes aware of any unauthorized use or disclosure of the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify the Disclosing Party.

3 Exceptions

The Receiving Party's obligations of confidentiality and non-use under this Agreement shall apply to all Confidential Information, including any Confidential Information disclosed before the execution of this Agreement, except information that (a) was in possession of the Receiving Party without restriction before receipt from the Disclosing Party; (b) is or becomes publicly available without breach of this Agreement; (c) is independently developed by the Receiving Party, as proven by its written records; (d) is rightfully received by the Receiving Party from a third party without obligation of confidentiality. The Receiving Party bears the burden of proof with respect to proving that the Confidential Information falls within one of the foregoing exceptions. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so by law or valid court order or request by any government or regulatory authority. After receiving such an order or request, the Receiving Party shall take reasonable actions to minimize the nature and extent of such disclosure and shall seek the highest level of protection available and an appropriate protection order to ensure disclosure is pursuant to confidentiality terms that are no less protective than the terms of this Agreement.

4 Samples

If the Disclosing Party provides samples or any tangible materials for evaluation under this Agreement, the Receiving Party shall only use samples in accordance with the Business Purpose identified herein. The Receiving Party shall not analyze to determine the composition of samples, or reverse engineer or decompile in any way, any tangible or digital materials or components constituting Confidential Information provided by the Disclosing Party, except for inspection, measurement and testing reasonably required for the Business

Purpose. Upon termination of this Agreement or written request of the Disclosing Party, the Receiving Party shall return samples or tangible or digital materials provided by the Disclosing Party or destroy such samples upon the prior approval of the Disclosing Party, and certify such destruction in documentation approved by the Disclosing Party.

5 Personal Data

In the event that the Business Purpose or the furtherance thereof implicates the transfer of Personal Data from A+ to Company, or from Company to A+, the Parties will enter, if needed, into a data transfer and evaluation agreement ("**Data Transfer Agreement**") separate and independent of this Agreement. The Data Transfer Agreement will set forth specific terms and conditions pertaining to the transfer, use, storage, confidentiality, privacy and security of Personal Data. "**Personal Data**" means any information relating to an identified or identifiable individual, including but not limited to: names, addresses, phone numbers, email addresses, government identification numbers (e.g., Social Security numbers), ages/dates of birth, genders, sexual orientations, citizenship statuses, races or ethnic origins, religions, usernames and passwords, payment card numbers, driver's license numbers, passport numbers, bank account numbers and other financial account information, identifying characteristics, individual health information and biometric information (collectively, "**Personal Data**").

6 Termination

This Agreement shall begin on the Effective Date and shall continue for two (2) years unless earlier terminated by a Party by the provision of written notice to the other that it no longer wishes to pursue the Business Purpose. Notwithstanding the foregoing, this Agreement shall survive for a period of five (5) years with respect to (a) Confidential Information that is disclosed before the effective date of any termination of this Agreement, and (b) the fact that discussions or negotiations between Parties concerning the Business Purpose took place, including any of the potential terms, conditions or other facts with respect to the Business Purpose. Upon termination of this Agreement, the Receiving Party shall (1) destroy or, upon the written request of the Disclosing Party, return the Confidential Information, in whatever form and whether made by the Disclosing Party or the Receiving Party; (2) upon the written request of the Disclosing Party, certify such return and/or destruction; and (3) immediately cease all further use of the Confidential Information. Except with regard to Personal Data, the Receiving Party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or back-up policies, provided that such Confidential Information is deleted from such systems in the ordinary course of business during their normal rotation or purge schedule. Notwithstanding the foregoing, the Receiving Party may retain one archival copy of quotations, purchase orders, invoices, inspection reports and other order records to the extent required for legal, regulatory, accounting or quality purposes, subject to the confidentiality obligations of this Agreement for as long as they are retained.

7 Ownership

All Confidential Information shall remain the property of the original Disclosing Party, including any methodologies, processing techniques and/or executions, including any inventions or Intellectual Property Rights therein, resulting or derived from the Confidential Information or any disclosure of the Confidential Information by the Disclosing Party. Nothing in this Agreement shall be deemed, by implication or otherwise, to grant either Party a right or license to use the other Party's Confidential Information for any use other than the Business Purpose. Notwithstanding the foregoing, each Party retains all right, title, and interest in its own pre-existing and independently developed intellectual property, manufacturing processes, methods, tooling, equipment, and general know-how, including improvements thereto of general applicability that are not specific to the other Party's Confidential Information. For purposes of this Agreement, "**Intellectual Property Rights**" means all intellectual property rights throughout the world, whether existing under unfair competition, trade secret or other intellectual property laws, or under statute or at common law or equity, including: (a) copyrights, trade secrets, trademarks, patents, mask work rights, database rights, and any other intellec-

tual property and proprietary rights; (b) any registration, application or right to apply for any of the rights referred to in this definition; and (c) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.

8 Restricted Information

Each Party represents that the information, files and items it discloses under this Agreement are not export-controlled (including ITAR-controlled technical data, EAR-controlled items other than EAR99, and nuclear technology under 10 CFR Part 810), classified, Controlled Unclassified Information (CUI), or otherwise subject to legal, regulatory or government security requirements on handling (together, "**Restricted Information**"), unless the Disclosing Party has identified such information and the applicable requirement to the Receiving Party in writing before disclosure. Each Party is responsible for determining the classification and regulatory status of its own information, and the Receiving Party may rely on that identification without any duty to classify the information itself. Neither Party shall disclose Restricted Information to the other without such prior written identification and the Receiving Party's prior written consent, and the Receiving Party may decline to receive it. If the Receiving Party believes it may have received Restricted Information that was not identified, it will notify the Disclosing Party promptly, and the Parties will cooperate in good faith to secure, return or destroy it. Each Party is responsible for the consequences of its own failure to identify Restricted Information as required by this Section. No export registration, licensing, security clearance or certification obligation attaches to either Party under this Agreement.

9 No Obligation; Costs

Nothing in this Agreement shall be construed in any manner to be an obligation by a Party to enter into any further agreement with the other Party or that Party's Representatives regarding the Business Purpose, nor to purchase from or provide to the other Party or the other Party's Representative any services or products. Each Party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

10 No Assignment

This Agreement shall be binding upon each Party's respective successors and permitted assigns. Neither Party may assign or transfer any of its rights or obligations, or delegate any of its duties, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except in the case of a sale or other transfer of all or substantially all of a Party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, which shall not require the non-assigning Party's consent. Any purported assignment in contravention of this section shall be void and of no force and effect.

11 No Public Announcements

Neither Party nor its Representatives will make any public announcement regarding this Agreement or the Business Purpose without the prior written consent of the other Party.

12 No Waiver

Failure or delay by a Party to require the other Party's performance of any of the terms of this Agreement, or a waiver or partial waiver by a Party of any breach of this Agreement by the other Party shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.

13 Governing Law

This Agreement shall be enforced and interpreted under the laws of the State of California (without regard to its choice of law or conflict of law provisions), and the Parties hereby consent to the exclusive jurisdiction and venue of any court located in California (USA), and agree that any and all disputes that may arise from this Agreement or to recover for its breach shall be litigated in such courts.

14 Equitable Relief

The Parties agree that money damages are not an adequate remedy for a breach of this Agreement and that they shall be entitled to seek an injunction and/or specific performance, in addition to all other remedies available at law or equity, as a remedy for such a breach.

15 Complete Agreement: Amendments

This Agreement represents the entire understanding of the Parties and supersedes all prior agreements, written or oral, relating to the subject matter of this Agreement and shall survive the expiration or termination of any other agreement between the Parties. This Agreement may not be modified except by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

16 Headings

The various headings in this Agreement are inserted for convenience only, and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

17 No Agency

Nothing contained in this Agreement shall be deemed to imply or constitute any Party as the agent or representative of any other Party, or as joint ventures or partners for any purpose.

18 Notices

All notices required to be given under this Agreement may be sent by e-mail and will be considered valid and binding until the originals are received. Such notifications must be made in English, in writing. Originals must be personally delivered or sent by internationally recognized overnight courier service or by certified or registered mail, return receipt requested, to the attention of a Party's signatory, as indicated below, at the respective addresses set forth in the first paragraph of this Agreement. E-mail addresses of the Parties are as follows:

ADDITIVE PLUS	nda@additiveplus.com	COMPANY	as set out on page 1

19 Signatures

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. Delivery of an executed signature page by facsimile or electronic scan (e.g., jpg, pdf, .tif) is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement. Each Party agrees that this Agreement may be signed electronically, including by typed name, click-to-sign or a similar electronic process, and that such electronic signatures have the same legal effect as handwritten signatures under the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN) and applicable state law adopting the Uniform Electronic Transactions Act (UETA).

SIGNATURES

IN WITNESS WHEREOF, the Parties, as of the Effective Date, have caused this Agreement to be executed by their duly authorized representatives.

Company	A Plus Industrial LLC d/b/a Additive Plus
SIGNATURE	SIGNATURE
NAME	NAME Ashkhen Ovsepyan
TITLE	TITLE Chief Executive Officer
DATE	DATE