Confidentiality and Nondisclosure Agreement

This Confidentiality and Nondisclosure Agreement (the “Agreement”), dated as of September 13, 2023 (“Effective Date”), is between that certain client, located at that certain address, as listed in Schedule A to this Agreement (“Disclosing Party”), and that certain recipient, located at that certain address, as listed in the signatures to this Agreement (“Recipient”).

1. In connection with the evaluation of a possible business transaction between the parties hereto (the “Purpose”), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to **Section 3**, shall not disclose or permit access to Confidential Information other than to its affiliates and its or their employees, officers, directors, shareholders, attorneys, accountants, financing sources, consultants and financial advisors (collectively, “Representatives”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.
2. “Confidential Information” means all non-public, proprietary or confidential information of Disclosing Party, in oral, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential,” and all notes, analyses, summaries and other materials prepared by Recipient or any of its Representatives that contain, are based on or otherwise reflect, to any degree, any of the foregoing (“Notes”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information, as established by documentary evidence; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.
3. If Recipient or any of its Representatives is required by law or a valid legal order to disclose any Confidential Information, Recipient shall, prior to such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.
4. Upon the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives’ possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction thereof. Provided, however, that Recipient shall: (a) be permitted to retain copies of the Confidential Information in accordance with policies and procedures implemented by Recipient in order to comply with applicable law; and (b) not be required to destroy any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures that cannot be reasonably deleted.
5. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
6. Disclosing Party retains its entire right, title and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Recipient or any other person.
7. The Recipient shall not, and shall not permit its affiliates to, directly or indirectly, solicit for employment or engagement, or hire or engage, any employee or contractor of the Disclosing Party or its subsidiaries with whom Recipient has had contact or who became known to Recipient in connection with its evaluation of a possible business transaction with the Disclosing Party, provided, that the foregoing covenant shall not apply to general solicitations of employment not targeted or directed at the Disclosing Party, its subsidiaries or its or their employees, or communications with any person who initiated contact with Recipient about potential employment or engagement or whose employment or service with the Disclosing Party or any of its subsidiaries has terminated.
8. The rights and obligations of the parties under this Agreement expire two (2) years after the Effective Date.
9. Recipient acknowledges and agrees that any breach of this Agreement may cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to seek equitable relief as a remedy for any such breach.
10. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions of such State. Each Party irrevocably submits to the exclusive jurisdiction of the federal or state courts of Delaware in any such suit, action or proceeding.
11. All notices must be in writing and addressed to the relevant party at its address set forth in the preamble (or to such other address such party specifies in accordance with this **Section 11**). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective upon actual receipt.
12. This Agreement constitutes the entire agreement of the parties with respect its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

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| HUBER+SUHNER AG  9100 Herisau  Switzerland | Disclosing Party (See Schedule A) |
| By  Name: Max Muster  Title: SVP Group Strategy and M&A |  |