

## Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into on the Effective Date (defined below) between the Parties below.

### Description of the Parties:

Kuraray:	Kuraray Co., Ltd. Tokiwabashi Tower, 2-6-4 Otemachi, Chiyoda-ku, Tokyo 100-0004, Japan	Company:	Otsuka Material Science and Technology (Shanghai) Co., Ltd. 1 <sup>st</sup> Floor AB Area, Building No.10, No.471 Guiping Road, Xuhui District, Shanghai, P.R.China 200233
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### Description of the Confidential Information:

Kuraray:	Kuraray may disclose confidential and proprietary product, technical, manufacturing and/or business information (including samples) relating to HYBRAR™ SV-series AND maleic anhydride grafted styrenic block copolymers ("Kuraray Product").	Company:	Company may disclose confidential and proprietary product, technical, manufacturing and/or business information (including samples) relating to impact resistant TPE.
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### Description of the Purpose:

The purpose is to evaluate Kuraray Product for use in Company's impact resistant TPE. ("Evaluation").

<b>Effective Date:</b>	8 <sup>th</sup> of March, 2022
<b>Disclosure Period:</b>	From the Effective Date to 31 <sup>st</sup> of December, 2022
<b>Confidentiality Period:</b>	During the Disclosure Period and two (2) years thereafter

The Parties agree as follows:

- Confidential Information:** "Confidential Information" means all information or materials of any kind disclosed by one Party and/or its Affiliates (collectively "Discloser") to the other Party and/or its Affiliates (collectively "Recipient") in writing or in other tangible form and marked as "confidential," or disclosed orally or visually identified as "confidential" at the time of disclosure and then summarized and confirmed in writing as "confidential" within thirty (30) days after such oral or visual disclosure.
- Affiliates:** For the purpose of this Agreement, an Affiliate shall not be considered a third party. "Affiliate" means any entity which controls, is controlled by or is under common control with a Party where "control" means direct or indirect ownership of more than fifty percent (50%) of the shares or voting rights of such entity.
- Term:** This Agreement shall continue in full force and effect during the Disclosure Period, unless terminated or extended in writing by mutual agreement between the Parties. The confidentiality and other obligations under this Agreement shall remain effective and binding during the Confidentiality Period.
- Confidentiality Obligations:** Unless the Discloser specifically authorizes in writing, the Recipient shall:
  - keep the Discloser's Confidential Information strictly confidential and not disclose it to any third party;
  - not use the Discloser's Confidential Information except for the Purpose;
  - not reverse engineer or analyze the Discloser's Confidential Information to determine composition, properties or characteristics; and
  - limit internal access to the Discloser's Confidential Information only to its directors, officers, employees, advisors, and Affiliates who need to know it for the Purpose and who are obligated to be bound by obligations no less restrictive than those set forth in this Agreement. The Recipient shall remain responsible to the Discloser



for any violation of this Agreement by such individuals and Affiliates.

5. Exclusions: The obligations of confidentiality and non-use shall not apply to the Confidential Information that the Recipient can prove:
- a) is or becomes generally available to the public through no fault of the Recipient;
  - b) is already in the Recipient's lawful possession at the time of the disclosure;
  - c) is lawfully received by the Recipient from a third party that has no obligation of confidentiality; or
  - d) is independently developed by the Recipient without knowledge of or access to the Confidential Information.
6. Disclosure by Law: The Recipient may disclose the Discloser's Confidential Information if required by law or a court order, provided that the Recipient shall give the Discloser reasonable prior notice so that the Discloser may seek a protective order or other remedy.
7. Intellectual Property: Except for the limited right to use the Confidential Information for the Purpose, no right or license, whether express or implied, is granted to any intellectual property of any Party. Unless otherwise agreed by the Parties in writing, the Recipient shall not file any patent, utility model, design application or trademark based upon or using any of the Discloser's Confidential Information or any data derived from the Discloser's Confidential Information.
8. Return: All Confidential Information shall be and remain the property of the Discloser and all such Confidential Information, and copies thereof, shall be promptly returned upon written request of the Discloser or destroyed in a manner reasonably acceptable to the Discloser (with destruction certified in writing).

Kuraray Co., Ltd.

*N. Moriguchi*

Nobuhiro Moriguchi  
Senior Manager  
Quality and Product Development Dept.  
Elastomer Division

Date: *Jun. 13, 2022*

9. WARRANTY; DISCLAIMERS: THE DISCLOSER WARRANTS THAT IT HAS A RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION TO THE RECIPIENT. OTHERWISE, ALL CONFIDENTIAL INFORMATION IS BEING DELIVERED "AS IS," AND NEITHER PARTY MAKES REPRESENTATIONS, EXTENDS WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, OR ASSUMES ANY RESPONSIBILITY WHATSOEVER, WITH RESPECT TO THE CONFIDENTIAL INFORMATION SUPPLIED BY IT TO THE RECIPIENT OR THE USE OF SUCH CONFIDENTIAL INFORMATION.

10. Remedies: The Recipient acknowledges that monetary damages may not be sufficient remedy for a breach of this Agreement, and that the Discloser shall be entitled, in addition to monetary damages, to seek specific performance, injunctive relief or other equitable remedies for any such breach.
11. Export Compliance: The Parties shall comply with all applicable export control laws as they pertain to the subject matter of this Agreement.
12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Japan.
13. Assignment: Neither Party shall assign or transfer this Agreement without the prior written consent from the other Party, which shall not be unreasonably withheld.
14. Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to such subject matter. This Agreement may only be modified in writing and signed by the Parties.

Otsuka Material Science and Technology (Shanghai) Co., Ltd.

*Jionghao He*

Jionghao He  
General Manager

Date: *Mar. 24, 2022*