

BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Bilateral Confidential Disclosure Agreement (this “Agreement”) is made effective as of October 4, 2021, by and between **Lear Corporation** (“Lear”), having a principal place of business at 21557 Telegraph Road, Southfield, MI, 48033, United States and **Massivit 3D Inc** (“Company”), having a principal place of business at 11350 Old Roswell Rd, Suite 1000, Alpharetta, Georgia, 30009, United States.

To protect certain Confidential Information (as defined in paragraph 2) that may be disclosed between them, Lear and Company, each on behalf of itself and its Affiliates (as defined in paragraph 6), agrees that:

1. Each party (“Discloser”) may disclose to the other party (“Recipient”) Confidential Information of Discloser. For purposes of this agreement, a party’s Affiliates may also be a “Discloser” and/or a “Recipient”. Each such Affiliate will be deemed subject to any specific limitations or restrictions expressly stated herein. In any event, each party shall be liable and responsible for any acts of its Affiliates, which, if done by it, would constitute a breach of this Agreement.
2. The Confidential Information disclosed under this Agreement is described as all information of a confidential and/or proprietary nature, which relate to the business, technology, products, marketing, and/or other applications and activities of the Discloser and/or any of its Affiliates (as defined herein), whether communicated orally or in writing, including, but not limited to, business plans, agreements, trade secrets, know-how, financial information, source code, object code, product plans, product specifications, technical information, names and contact information of customers and/or suppliers of the Discloser and/or any of its Affiliates, whether or not contained in documentation, drawings, designs, reports, surveys, formulae, questionnaires, correspondence, data, specifications, prototype or sample embodiments, photographs, memoranda, operational documents, models, prototypes, quality control, test charts, lists, manuals and methods, and/or the like and including, without limitation, all copies, excerpts, modifications, translations, enhancements and adaptations of all of the foregoing, whether made by Recipient or otherwise, furnished and/or transferred by the Discloser to the Recipient (collectively, “Confidential Information”).
3. This Agreement controls only Confidential Information that is disclosed between October 4, 2021 and October 4, 2023.
4. A Recipient shall use the Confidential Information of Discloser only for the purpose of sharing information in design, evaluating and making foam mold as per Lear developed 3D printed by Company’s cast in motion technology (“Purpose”).
5. A Recipient’s duty to protect Confidential Information disclosed under this Agreement extends for a period of three (3) years from the date of each first disclosure of the particular Confidential Information. This duty will survive the expiration or termination of this Agreement.

6. A Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. A Recipient shall not use for itself or disclose to any third party any Confidential Information disclosed by Discloser either in writing or verbally during the course of their dealings with each other. Such Confidential Information may be disclosed only to such officers, directors, employees, agents, attorneys, auditors, contractors, consultants and/or representatives of a Recipient or its Affiliates ("Representatives") who have a need-to-know Discloser's Confidential Information for the Purpose, and then only provided that: (a) Recipient advises each such Representative of the confidential nature of Discloser's Confidential Information; and (b) each such Representative has contractual or legal confidentiality obligations to Recipient which are at least as restrictive as the provisions of this Agreement. A Recipient may disclose Confidential Information to any Affiliate provided that any such Affiliate shall be bound by the confidentiality obligations as per this Agreement. A Recipient shall be and remain fully liable and responsible for its Representatives' and its Affiliates' unauthorized disclosure, reproduction or use of Discloser's Confidential Information. "Affiliate" of a party means any person that, directly or indirectly, controls, is controlled by or is under common control with such party; for the purposes of this definition, "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the capital or equity of a person or the power, whether through the ownership of voting securities, by contract or otherwise, to elect a majority of the board of directors or other governing body of a person.
7. A Recipient shall have a duty to protect only that Confidential Information that is (a) disclosed by Discloser in writing or as a tangible item and is marked as confidential at the time of disclosure, or that is (b) disclosed by Discloser in any other manner and is identified as confidential at the time of disclosure and is also detailed and designated as confidential in a written memorandum delivered to Recipient's representative within thirty (30) days of the disclosure.
8. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) was in Recipient's possession before receipt from Discloser, provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is lawfully disclosed to Recipient by a rightfully possessing third party through no breach of any obligation of confidentiality or restriction on use or disclosure; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient without access to the Confidential Information, the burden of substantiating the same being upon Recipient; (f) is required to be disclosed by court order, subpoena or other legal process, but only to the extent which Recipient is ordered or otherwise required to disclose the Confidential Information, and provided that Recipient shall, to the extent that it is not legally prohibited or restricted from doing so, immediately notify Discloser; or (g) is

disclosed by Recipient with Discloser's prior written approval in accordance with such written approval.

9. All Confidential Information disclosed by a Discloser and materials bearing, containing, disclosing or relating to Confidential Information is and shall remain the exclusive property of Discloser and/or any of its Affiliates, as applicable. Upon receipt of written request from a Discloser prior to the expiration of the confidentiality obligation, Recipient shall deliver to Discloser or, at Recipient's option, destroy any and all copies of materials and documents in its possession or control, in whatever form, without retaining any copies, images or excerpts thereof, which contain Confidential Information received from Discloser under this Agreement, provided however that Recipient may retain a copy of any Confidential Information in its possession for record purposes as may be required by law, subject to the duty of confidentiality contained herein. If any such writing or material has been destroyed, an adequate response to the return request will be a written verification of such destruction.
10. Each Discloser represents that it has the right to freely make the disclosures under this Agreement.
11. Neither party acquires any intellectual property rights under this Agreement except the limited right to make copies as necessary for the Purpose.
12. If for any reason any provision of this Agreement is found to be unenforceable, such provision and the remainder of this Agreement shall be enforced to the extent possible.
13. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or to enter into any agreement or discussions with the other party.
14. A Discloser acknowledges that Recipient may develop information internally, or receive information from other parties, that may be similar to Discloser's information. Accordingly, nothing in this Agreement shall prevent a Recipient from developing products for itself or others, provided such products are not based on information received from Discloser pursuant to this Agreement.
15. Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from Discloser or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
16. All Confidential Information is provided on an "as is" basis, without any representation or warranty. Each party disclaims all representations and warranties, express or implied, relating to any Confidential Information, including without limitation, the warranties of fitness for a particular purpose, merchantability, and non-infringement.

17. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
18. This Agreement is made under and shall be construed according to the laws of the State of Michigan of the United States of America without giving effect to principles of conflict of laws. The parties consent to the exclusive jurisdiction of the appropriate federal court in the U.S. District Court for the Eastern District of Michigan, Southern Division or of the state courts in Oakland County, Michigan for any legal or equitable action or proceeding arising out of, or in connection with, this Agreement. Each party specifically waives any and all objections to venue in such courts.
19. This Agreement shall not be assignable.
20. This Agreement contains the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all earlier representations and understandings, whether oral or written. Any amendments shall be in writing and signed by both parties.
21. A faxed or electronic copy of a signature shall have the same legally binding effect as an original signature.
22. Neither party shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without prior written consent of the other party.
23. Each party acknowledges that an award of money damages may be inadequate to protect a Discloser against a breach of this Agreement by Recipient and that any such breach may result in irreparable injury to Discloser. The parties agree that in the event of a breach or threatened breach of the terms of this Agreement by a Recipient, Discloser shall be entitled to seek injunctive and other equitable relief to prevent such breach in a court of competent jurisdiction. Such relief shall be in addition to and not in lieu of any and all other legal or equitable remedies available to a Discloser.
24. TO THE EXTENT THAT TRIAL BY JURY IS A RIGHT PROVIDED UNDER APPLICABLE LAW, EACH PARTY, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Each party has duly executed this Agreement, in duplicate, as of the date set forth below.

Lear Corporation


Massivit 3D Inc

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

By:  _____
(Authorized Signature)

Name: Ido Eylon
(Type or Print)

Title: VP Global Sales & Marketing

Date: 10/10/2021
