

NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIAL DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the 16th day of December, 2021 (the "Effective Date"), by and between Cascade Pump Company (hereinafter known as "Party") having offices at 10107 Norwalk Blvd, Santa Fe Springs, CA 90670, and MASSIVit 3D 11350 Old Roswell Road Suite 1000, Alpharetta, Georgia 30009 (hereinafter referred to as "Interested Party").

1. **Definition of Confidential Information: Purpose of Disclosure.**

- (a) As used herein, the term "Confidential Information" means any and all information that of a confidential and/or proprietary nature is disclosed between Party and Interested Party, any affiliate of Party or Interested Party as permitted herein, relating to Party's business, technology, products, marketing and/or other applications and activities the Party and/or the Interested Party and/or any of their Affiliates, 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 the Party and/or the Interested Party and/or any of their 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 the foregoing, whether made by Recipient or otherwise, furnished and/or transferred by the Parties to each other.
- (b) The Confidential Information is being disclosed between Party and Interested Party for the purposes of enabling Party and Interested Party to determine a potential business relationship.

2. **Excluded Information.** Confidential Information does not include any portion of the Confidential Information of Party or Interested Party hereto which:

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure hereunder enters the public domain, except through breach of this Agreement by the recipient;
- (c) the recipient can demonstrate by its written records was in the recipient's possession prior to the time of disclosure by or on behalf of the disclosing party hereunder, and was not acquired directly or indirectly from the disclosing party;
- (d) becomes available to the recipient from a third party which, to the knowledge of the recipient, is not legally prohibited from disclosing such Confidential Information;

- (e) the recipient can demonstrate by its written records was developed by or for the recipient independently of the disclosure of Confidential Information by the disclosing party or its affiliates.
- 3. **Maintenance of Confidentiality: Nonuse Obligations.**
 - (a) The Confidential Information shall be kept strictly confidential by the recipient and, except as otherwise permitted herein, shall not be disclosed to any third party by the recipient in any manner whatsoever, in whole or in part, without first obtaining the disclosing party's prior written consent to such disclosure. The standard of care required of the recipient in protecting the confidentiality of the disclosing party's Confidential Information shall be the same standard of care that the recipient uses in protecting its own confidential information of a similar nature, which shall be at least a reasonable standard of care. The recipient may disclose the disclosing party's Confidential Information only to the recipient's officers, employees, agents or consultants on a need-to-know basis, provided that the recipient will have executed or shall execute appropriate written agreements with its officers, employees, agents or applicable consultants sufficient to enable the recipient to comply with all the provisions of this Agreement.
 - (b) The Confidential Information shall not be used by the recipient except as permitted herein, without first obtaining the disclosing party's prior written consent to such use, or without first entering into a separate written agreement permitting such use duly executed by authorized representatives of the parties hereto.
- 4. **Notification of Mandatory Disclosure.**
 - (a) Notwithstanding any provision herein to the contrary, in the event that any party receiving Confidential Information hereafter becomes obligated by mandatory applicable law, regulatory rule or judicial or administrative order to disclose the Confidential Information or any portion thereof, to any governmental authority or court, the receiving party shall immediately notify the disclosing party thereof of each such requirement and identify the Confidential Information so required thereby, so that the disclosing party may seek an appropriate protective order or other remedy with respect to narrowing the scope of such requirement and/or waive compliance by the recipient with the provisions of this Agreement.
 - (b) If, in the absence of such protective order or other remedy, the receiving party is nonetheless required by mandatory applicable law to disclose any part of the Confidential Information which is disclosed to it hereunder to any governmental authority or court, the receiving party may disclose such Confidential Information without liability hereunder, provided, that, the receiving party shall furnish only such portion of the Confidential Information which is legally required to be disclosed and only to the extent required by law.
- 5. **Term of Obligations.** All obligations under this Agreement shall not expire after the Effective Date.
- 6. **Ownership: No Licenses.** All Confidential Information is and shall remain the property of the disclosing party. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in the recipient any license or other ownership rights to the Confidential Information or under any Confidential Information or invention, patent, know-how, trade secret, trademark or copyright owned or controlled by the disclosing party.
- 7. **Return of Confidential Information.** Upon completion of the aforesaid evaluation and in the absence of any further agreement between the parties, the receiving party shall cease all use

and make no further use of the Confidential Information and shall, upon written request from the disclosing party, promptly destroy the other party's Confidential Information which is in tangible form, except that Party and Interested Party shall each be permitted to retain one copy of the other party's Confidential Information so that any continuing obligations may be determined.

8. **Affiliates.** Notwithstanding the obligations set forth herein regarding confidentiality and use of Confidential Information, Party and Interested Party may disclose any Confidential Information which is disclosed to them hereunder to any of their affiliates, provided that such affiliates have agreed to be bound by the terms hereof.
9. **No Publicity.** No oral or written release of any statement, information, advertisement, press release or publicity matter having any reference to Party and Interested Party, express or implied, shall be used by the other party or on the other party's behalf, unless and until such matter shall have first been submitted to and received the approval in writing of the party whose name is being used, including the status of negotiations between the parties.
10. **Representation and Warranty.** Party and Interested Party represents and warrants to the other party that (a) they have all right, title and ownership interest in and to the Confidential Information and/or have the right to disclose the Confidential Information to the other party' (b) entering into this Agreement, they are not breaching any obligation or creating any conflict of interest; and (c) they are not currently debarred, suspended or otherwise excluded by any government agency from receiving federal contracts, or investment of any type or amount.
11. **No Other Obligation.** Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to any of the Confidential Information, or as the grant of a license to Party and Interested Party to use the other's Confidential Information, other than for evaluation purposes.
12. **Notices.** Notices required to be sent to Party under this Agreement shall be in writing and addressed to Brian Summerfield. Communications directed to Interested Party shall be sent to Juergen Huemer.
13. **Remedies for Breach.** Party and Interested Party agree that should this Agreement be breached, money damages would be inadequate to remedy any such breach. As a result, the non-breaching party shall be entitled to seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other equitable relief as a remedy for any breach of this Agreement. Such remedy shall be in addition to all other remedies, including money damages, available to a non-breaching party at law or in equity.
14. **Assignment.** This Agreement shall not be assigned by Party or Interested Party without the prior written consent of the other party hereto, which consent may be withheld in either party's sole discretion, and any purported assignment without such consent shall be void; provided, however, any party hereto may without such consent assign this Agreement in connection with the sale or transfer of all or substantially all of its business or in connection with a merger or other consolidation with another entity.
15. **Severability.** If any provision of this Agreement or the application thereof in any particular circumstance is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by law.
16. **Entire Agreement: Amendments: Waiver.** This Agreement contains the entire understanding between Party and Interested Party with respect to the subject matter contained herein and supersedes all prior written or oral communications, negotiations, understandings or

agreements of any kind with respect to such subject matter. No waiver, amendment or modification of this Agreement shall be effective unless made or agreed to in a written agreement that explicitly refers to this Agreement that is signed by authorized representatives of the parties hereto. Failure by any party to enforce any rights under this Agreement shall not be construed as a waiver of such rights or shall a waiver by any party in one or more instances by construed as constituting a continuing waiver or as a waiver in other instances.

17. **Governing Law; Counterparts.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue in Los Angeles County without regard to principles of conflict s of laws applicable in such jurisdiction. This Agreement and any amendment thereto may be executed in counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Party and Interested Party has caused this Agreement to be executed as of the Effective Date above.


Eduardo J. Leon.
Signature

Eduardo J. Leon.
Printed Name

Purchasing Manager.
Title

Cascade Pump Company.
Company Name

Interested Party


Signature

Ido Eylon.
Printed Name

VP Marketing & Sales.
Title

MASSIVit 3D.
Company Name