

MUTUAL NON-DISCLOSURE AGREEMENT

between

Partner, | address

and

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. | HansasträÙe 27c,
80686 München, Germany

for its

Fraunhofer-Institut für Integrierte Systeme und Bauelementetechnologie IISB | Schottkystraße
10, 91058 Erlangen, Germany

hereinafter referred to individually as »Party« and collectively as »Parties«

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Subject of the Agreement

The Parties intend to discuss a possible cooperation in the field of

MPW-Projects in Fraunhofer IISB's 4H-SiC CMOS High Temperature Technology.

With regard to these preparatory discussions in the field mentioned above (hereinafter referred to as »**Purpose**«), it may be necessary for the Parties to disclose confidential information to each other prior to the conclusion of a corresponding contract. This Non-Disclosure Agreement serves to protect the confidential information of the Parties.

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Definition

»**Confidential Information**« within the meaning of this Agreement is all information disclosed to the receiving Party during the term of this Agreement by the disclosing Party within the scope of the Purpose in oral, written, electronic or other form and thereby marked or indicated as confidential. The term »Information« includes documents, prototypes, software, samples, substances and other materials.

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Obligations

3.1

The receiving Party will keep Confidential Information confidential, use it only to perform the Purpose, and take all appropriate measures to prevent third parties from accessing such Confidential Information.

3.2

The receiving Party may not disclose to third parties either in whole or in part any of the Confidential Information received from the disclosing Party without the explicit prior consent of the disclosing Party in writing or by e-mail. The internal disclosure of Confidential Information on the part of the receiving Party is permitted only to the extent that this is required for the Purpose (on a "need to know" basis) and that it is ensured that only those employees receive Confidential Information who are legally obliged to at least an equivalent level of secrecy as that set out in this Agreement and to the extent permitted by law.

3.3

The receiving Party undertakes not to exploit any Confidential Information of the disclosing Party without the explicit prior consent of the disclosing Party in writing, and in particular not to use it for applications for industrial property rights. This Agreement does not grant any rights of use, ownership, or exploitation rights to the disclosing Party's Confidential Information, the know-how related thereto or any industrial property rights applied for or granted thereon; Section 3.1 remains unaffected. The disclosure of any Confidential Information does not establish any prior use rights for the receiving Party.

3.4

The receiving Party is not entitled to copy Confidential Information of the disclosing Party either in whole or in part without the explicit prior consent of the disclosing Party in writing or by e-mail, unless this is necessary for the Purpose.

3.5

The receiving Party must return all Confidential Information of the disclosing Party and any copies made thereof upon request of the disclosing Party within fourteen (14) days, or destroy or delete it in

agreement with the disclosing Party. The request must be made in writing or by e-mail no later than three (3) months after the end of the term of this Agreement.

3.6

The obligation to return, destroy or delete as well as the prohibition to copy do not apply to routinely made backup copies of the electronic data transfer and to Confidential Information of the disclosing Party and copies thereof which the receiving Party must retain under applicable law. In this respect, however, the provisions of this Agreement will continue to apply.

3.7

The Receiving Party further agrees not to reverse engineer the Confidential Information without the explicit prior consent of the disclosing Party in writing or by e-mail, unless such Confidential Information is generally accessible to the public or unless reverse engineering is legally allowed pursuant to sections 69d, 69e German Act on Copyright and Related Rights, (*Urheberrechtsgesetz*), section 11, no. 2 German Patent Act (*Patentgesetz*), section 12, no. 2 German Utility Model Act (*Gebrauchsmustergesetz*), section 10a, para 1, no. 2 German Plant Variety Protection Act (*Sortenschutzgesetz*) or section 6, para 2, no. 2 German Semiconductor Protection Act (*Halbleiterschutzgesetz*).

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Exemptions from the Obligations

4.1

The obligations under Section 3 apply only to the extent that the Confidential Information was not known or generally accessible to the public prior to disclosure, or does not become known or generally accessible to the public after disclosure, without breach of this Agreement by the receiving Party.

4.2

The obligations under Section 3 do not apply to the extent that the Confidential Information was known to the receiving Party prior to its disclosure, or was independently developed by an employee of the receiving Party who had no knowledge of the disclosed information, or corresponds to information disclosed to the receiving Party by a third party, unless to the receiving Party's knowledge the disclosure by the third party breaches any confidentiality obligation.

4.3

If a government authority or a court orders the disclosure of Confidential Information, the receiving Party will be authorized to make a disclosure to the extent required by the order, provided that the receiving Party – to the extent permitted by law – informs the disclosing Party without undue delay about any such order for purposes of exercising its rights, limits the disclosure to the extent necessary, and informs about the confidentiality of the Confidential Information at the time of disclosure. Section 3 remains otherwise unaffected.

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Limitation of Liability and Warranty

Confidential Information provided under this Agreement is provided »AS IS«. The disclosing Party does not assume any warranty for the correctness, freedom from errors, non-infringement of third-party rights, completeness and/or usability of its disclosed Confidential Information. In this respect, liability is excluded except in the case of intent (*Vorsatz*).

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Foreign Trade Law, Export Control

The Parties undertake to comply with all applicable national, European, foreign, and international regulations of foreign trade law including embargoes (and/or other sanctions).

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Entry into Force, Term

This Agreement will become effective upon signature and will have a term of twelve (12) months. The obligations under Section 3 will remain binding for up to five (5) years after the end of the term of this Agreement.

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Miscellaneous

8.1

This Agreement may be signed in writing, or in electronic form (e.g. by using an electronic signature platform like DocuSign, Adobe Sign, etc.) in a legally effective manner. There will be no exchange of originals signed by hand when signing in electronic form, and there will be no subsequent qualified electronic signature or certification in writing.

Amendments and supplements to this Agreement require the same form in order to be legally effective. This provision also applies to the waiver of this form requirement.

8.2

The Agreement is governed by the laws of Germany, to the exclusion of its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction for all disputes arising from or in connection with this Agreement is Munich, Germany.

8.3

Neither Party may assign this Agreement or transfer individual rights or obligations arising from this Agreement to third parties without the explicit prior consent of the respective other Party in writing.

The Parties agree that the rights and obligations arising from this Agreement should also apply to their legal successors. The Parties are obliged to impose the provisions of this Agreement accordingly on their legal successors and permitted assigns.

8.4

Should one or more provisions be or become fully or partially invalid, this will not affect the validity of the remaining provisions. In this case, each Party will have the right to demand the agreement of a valid enforceable provision which comes closest to the purpose pursued by the invalid provision. This applies accordingly in the event of a gap.

July 22, 2024

Fraunhofer-Gesellschaft e.V.

Signature

Signature

July 22, 2024

Signature

Name
Position