

	<p style="text-align: center;">MEKRA Lang North America, LLC 101 Tillessen Boulevard Ridgeway, SC 29130</p>	<p>LM 002 Rev # 14 Page 1 of 2</p>
<p style="text-align: center;">Form</p>	<p style="text-align: center;">CONFIDENTIALITY AGREEMENT - SUPPLIER</p>	<p>Approved By: Pam Samson Revised By: Sharon Foster Released By: Renee Tuttle Release Date: 03/06/2020</p>

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) effective as of the _____ day of _____, 202____ (“Effective Date”) made by and between by MEKRA Lang North America, LLC, (“MEKRA”), a South Carolina operation, with its principal office at 101 Tillessen Blvd, Ridgeway, South Carolina 29130, and _____ (“Supplier”), with its principal office at _____ . MEKRA and Supplier may be referred to herein individually as a “Party” and collectively as the “Parties”.

1. **Disclosure.** The Parties wish to enter into discussions to evaluate the possibility of entering into a business relationship whereby Supplier would sell to MEKRA, and MEKRA would purchase from Supplier, certain goods/parts/materials (the “Purpose”). During these discussions, a Party (as Disclosing Party”) may disclose to the other Party (as “Recipient”) , both orally and/or in writing or other tangible form, certain “Confidential Information” which shall mean any information not generally known to the public, and proprietary to the Disclosing Party, including, but not limited to, any and all copyrights, designs, inventions, trade secrets, know-how, or other technical or non-technical data, formulas, processes, methods of manufacture, models, prototypes, test results, customer lists, identities of suppliers, and supplier relationships, cost and costing methods, pricing techniques and strategies, sales agreements with customers, profits and product line profitability information, present and future marketing strategies, and any other information that is not publicly available, which has independent economic value and is subject to efforts reasonable under the circumstances to maintain its secrecy.

2. **Confidentiality.** In consideration of such disclosure, the Recipient shall maintain the Confidential Information, including that which is incorporated into the results of its work, if any, in confidence and shall refrain from using the same (except for the Purpose) or disclosing any part thereof to any third party. Furthermore, Recipient agrees to and shall refrain from providing derivatives of Confidential Information to third parties such that the information provided could reasonably be used by that third party to discover, deduce, and/or use any other method of determining the Disclosing Party’s Confidential Information. All Intellectual Property (i.e. patents, trademarks, copyrights, designs, inventions, etc.) of Disclosing Party shall remain part of this confidentiality, and not be disclosed to any third party. The use of cameras or camera-enabled devices (ex. cameras in cell phones) or other recording equipment (video or voice recorders) inside the Disclosing Party’s facilities is prohibited. The Recipient shall limit dissemination of and access to the Confidential Information to only such of its directors, officers, members, agents and employees (“Representatives”) as are directly involved with the Purpose and who have been advised of this Agreement and the obligations of confidentiality hereunder. Recipient shall be liable for any breaches of this Agreement by its Representatives. The Recipient shall use at least the same degree of care in safeguarding Confidential Information as Recipient uses for its own proprietary information of like importance, but in no event less than reasonable care. The Recipient shall not analyze, alter or disassemble any devices, models or prototypes furnished hereunder without the prior written approval of the Disclosing Party. The Recipient shall advise it Representatives of the confidential nature of the Confidential Information and shall use its best efforts to prevent disclosure of the same in violation of this Agreement.

3. **Return of Material.** Upon the request of the Disclosing Party, Recipient shall immediately return to the Disclosing Party any Confidential Information in written or other tangible form whether received from the Disclosing Party or contained in materials prepared or developed by Recipient in the course of their work.

4. **Exceptions to Restrictions.** The confidentiality and non-use obligations of Recipient thereunder shall not apply to information that:

- (a) is in or hereafter enters the public domain through no fault of Recipient;
- (b) is in the possession of Recipient prior to receipt from the Disclosing Party, as evidenced by Recipient’s written records predating such receipt;
- (c) is disclosed in a patent or publication anywhere;
- (d) recipient can prove was independently developed by it or its Representatives without use of or reliance upon the Confidential Information.
- (e) was lawfully disclosed to Recipient by a third-party not reasonable known to be under a confidentiality obligation to Disclosing Party.

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5. No Grant of Rights. No license or other right to any patent or other intellectual property right is granted to Recipient by this Agreement.

6. Legal Requirement to Disclose. In the event that Recipient or its Representatives becomes legally compelled to disclose any of the Confidential Information, the Recipient will provide the Disclosing Party with prompt notice, to the extent lawfully permitted, so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient will furnish only that portion of the Confidential Information which the Recipient is advised by its legal counsel is required to be furnished.

7. Term. This Agreement shall remain in force for three (3) years after the termination of the business relationship between the Parties.

8. Authorization. Each Party executing this Agreement acknowledges, warrants and represents that it has read, understands and agrees to all of the terms set forth in it and that the person signing this Agreement has the full power and authority to do so on behalf of the respective Party, and if signing in a corporate or member or manager capacity, the person is fully authorized to execute this Agreement.

9. No Employment Agreement. Execution of this Confidentiality Agreement by employees of MEKRA or by employees of the Supplier shall not in any way create or be deemed to create an employment agreement with the other Party to this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina, USA, without regard to any choice, or conflict of laws provision, or rule that would cause the laws of any jurisdiction other than South Carolina to apply.

11. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties (whether written or oral) relating thereto. No modification shall be effective unless made in writing and signed by a duly authorized representative of each Party.

12. The disclosure or receipt of Confidential Information hereunder in no way obligates either Party to enter into or continue any business relationship or transaction with the other Party and does not preclude either Party from entering into discussions or agreements of any kind whatsoever with any third party, provided such discussions or agreements do not violate any provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

MEKRA:

SUPPLIER:

Mekra Lang North America, LLC _____

_____ Company Name

Address: 101 Tillessen Boulevard
Ridgeway, SC 29130

Address: _____

By: _____
Print Name

By: _____
Print Name

Name: _____
Signature

Name: _____
Signature

Title: _____

Title: _____