

MUTUAL NON-DISCLOSURE AGREEMENT

Advanced Manufacturing Development LLC ("AMD")
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CUSTOMER COMPANY / ENTITY - FULL LEGAL NAME (NOT SIGNER'S NAME)

CUSTOMER - BUSINESS EMAIL

CUSTOMER - FULL BUSINESS ADDRESS (INCLUDING COUNTRY)

AMD and the company or legal entity identified above ("Customer") agree as follows. The effective date is the date of the last signature below. Each signer represents authority to bind the named party.

DO NOT SEND ITAR OR OTHER RESTRICTED INFORMATION. Do not send AMD or its affiliates ITAR-controlled technical data, classified information, Controlled Unclassified Information (CUI), export-controlled technology or software requiring authorization or special handling, protected health information, sensitive personal data, or other information requiring special regulatory safeguards. Ordinary business contact details may be provided. This NDA does not authorize restricted-data access or transfer. If unsure, contact AMD without sharing the restricted content.

- 1. Purpose and scope.** The parties may exchange information to evaluate, quote, design, supply and support industrial automation equipment and services ("Purpose"). "Confidential Information" includes nonpublic technical, commercial and financial information disclosed by or for either party or its affiliates in any form that is marked confidential or reasonably understood to be confidential.
- 2. Mutual duties and exclusions.** Each recipient will use Confidential Information only for the Purpose and protect it with at least reasonable care and the care used for its own similar information. It will promptly report unauthorized use or disclosure and cooperate to limit harm. These duties exclude information the recipient can demonstrate was lawfully known without restriction, becomes public without breach, is lawfully received from a third party without restriction, or is independently developed without using Confidential Information.
- 3. Permitted recipients.** Each party may share only with employees, contractors and professional advisers who need the information for the Purpose and are bound by duties at least as protective as this NDA. AMD may also share with its affiliate AMD Maquinaria, S.A. de C.V. in Mexico and its personnel on the same basis. Each party remains responsible for its permitted recipients. Sharing must be lawful and comply with applicable export controls. This permission is not an export license or regulatory approval.
- 4. Required disclosure; return.** If legally compelled, a recipient may disclose only what is required, after notice where lawful and reasonable cooperation with protective measures. On written request it will promptly return or delete Confidential Information, except legally required records and routine backups not readily accessible; retained copies remain subject to this NDA.
- 5. Duration.** This NDA covers disclosures for three years from the effective date, unless ended earlier by either party's written notice. Confidentiality and use restrictions survive for five years after each disclosure; trade secrets remain protected while they qualify under applicable law.
- 6. General.** Information remains the discloser's property, with no license beyond use for the Purpose and no warranty of accuracy or obligation to proceed. Either party may seek injunctive relief and other available remedies. Texas law governs, excluding conflict-of-law rules. An existing signed confidentiality agreement controls overlapping disclosures unless both parties agree otherwise in writing. Changes require both parties' written agreement. Electronic signatures and counterparts are permitted.

FOR THE CUSTOMER COMPANY / ENTITY

AUTHORIZED SIGNER - NAME

TITLE

DATE (YYYY-MM-DD)

SIGNATURE (ELECTRONIC OR HANDWRITTEN)

AMD - AUTHORIZED COUNTERSIGNATURE

AUTHORIZED SIGNER - NAME

TITLE

DATE (YYYY-MM-DD)

SIGNATURE (ELECTRONIC OR HANDWRITTEN)

Complete and sign, then email this PDF to legal@amdmachines.com or your AMD contact for countersignature.
Sign electronically using your preferred signing tool, or print and sign. Obtain the fully signed copy before sharing confidential information.