

**SUPPLIER NON-DISCLOSURE
AND NON-USE AGREEMENT**



This Non-Disclosure and Non-Use Agreement is made this _____ day of _____, 20____,

BETWEEN [1]: Fuller Technologies Inc., a Delaware corporation ("Fuller"), with an office at 1110 American Parkway, Allentown, PA 18109

AND [2]: _____, a corporation partnership _____ organized under the laws of _____ ("Company"), its principal place of business being: _____.

BACKGROUND:

- A. Fuller or its client, or both, have certain technical and commercial information, as described more fully below, which Fuller considers to be proprietary and confidential.
- B. Fuller is willing to disclose and Company is willing to receive certain of such Confidential Information on the terms and conditions set forth in this Agreement for the purpose of enabling Company to prepare one or more bids and/or quotations at Fuller's written request and, if such a bid or proposal is accepted by Fuller, to enable Company to fabricate or supply such proprietary equipment, parts, or both, in accordance with Fuller's specifications, or to supply services as requested.

NOW, THEREFORE, in consideration of the mutually binding covenants and conditions set forth herein, as well as for other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

- 1.1 **Agreement** means this Non-Disclosure and Non-Use Agreement as amended from time to time, including all attachments, each of which is incorporated by reference.
- 1.2 **Confidential Information** means, individually and collectively, certain technical and/or commercial information (whether oral, written, electronic or otherwise) of Fuller, its client, or both, including but not limited to any and all: agreements, business plans, concepts, customer and vendor lists, data, designs, development plans for new or improved products or processes, diagrams, dimensions, documents, findings, formulae, ideas, information, inventions, know-how, manuals, marketing plans, materials, photographs, price lists, reports, samples, sketches, specifications, software, studies, techniques, technical and manufacturing drawings, test specimens and trade secrets relating specifically or generally to proprietary equipment, parts, or both of Fuller or its affiliates, and similar categories of information relating to confidential proprietary projects of Fuller's client, all of which (including,

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without limitation, the identity of Fuller's client and the nature and location of the client's project), Fuller considers to be proprietary and confidential.

- 1.3 **Intended Purpose** means the purpose for which Confidential Information may be disclosed, as specifically set forth in Background Paragraph B above.
- 1.4 **Parties** means Fuller and Company, collectively.
- 1.5 **Party** means either of Fuller, or Company.

2. CONFIDENTIALITY

- 2.1 All Confidential Information which is disclosed to Company or its employees (by Fuller, Fuller affiliates, Fuller's client, or another Fuller vendor), either directly or indirectly, orally, visually or in written, machine-readable, graphic or sample form, will be treated by Company as strictly confidential and will not be disclosed by Company, directly or indirectly, to any third party without the prior written consent of Fuller. For the purpose of this Agreement, the words "disclose" or "disclosure" mean disclosing, showing, discussing, presenting, summarizing or otherwise making available directly or indirectly and by any manner.
- 2.2 Company (i) shall take all necessary steps to preserve the strict confidentiality of all Confidential Information and (ii) agrees that the Confidential Information shall be disclosed only to those of its employees as shall have a specific need to know the same for fulfilling the Intended Purpose. Company shall segregate the Confidential Information from Company's own materials.
- 2.3 Company acknowledges and agrees that it may, from time to time, receive information from Fuller's affiliates, and that it shall and shall ensure that its Representatives shall treat such information as Confidential Information and that all the terms of this Agreement, including the obligations of confidentiality and non-use, shall apply to all such information.
- 2.4 Company (i) shall ensure that its employees to whom it discloses such Confidential Information will abide by the provisions of this Agreement and (ii) shall advise such employees in writing of the confidential nature of such Confidential Information.
- 2.5 Company agrees that it will neither confirm nor deny to any third party that any drawings, information or materials furnished to Company by some other source is identical with or similar to the Confidential Information furnished under this Agreement.

3. EXCLUSIONS

Excluded from the obligations of confidentiality of this Agreement is any information which is:

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- 3.1 shown by written documentation or other tangible evidence, bearing dates earlier than the date of disclosure by Fuller, to be already known to Company at the time of Fuller's disclosure to Company;
- 3.2 shown by written documentation or other tangible evidence to be known to the industry or the public at the time of Fuller's disclosure to Company, or subsequently becomes known to the industry or the public through no action, inaction or disclosure of Company; or
- 3.3 obtained by Company from a third party which at the time the information is disclosed to Company is under no obligation to hold the same in confidence.

For purpose of this Agreement, specific disclosures made by Fuller to Company or learned by Company as a result of any review of any Confidential Information shall not be deemed to be within the exceptions set forth in this paragraph merely because they are embraced by general disclosures of information in the public domain or in the prior possession of Company.

4. PROPERTY OF FULLER

Company expressly acknowledges that all Confidential Information shall collectively remain the property of Fuller, Fuller's designees or Fuller's client and shall not be utilized by Company in performing work for itself or for a third party, or for anything unrelated to the Intended Purpose. Technical data and concepts developed by Company based upon Confidential Information shall become the sole property of Fuller. Company shall make no copies of Confidential Information. Company shall return all Confidential Information to Fuller upon (i) Company's completion of work for Fuller, (ii) Company's decision not to bid, or (iii) the demand of Fuller, whichever occurs first. At such time, Company shall also destroy any material it prepared which incorporates any Confidential Information and shall promptly certify such destruction in a writing that is signed by an officer of Company and provided to Fuller.

5. TERM AND TERMINATION

- 5.1 Fuller may terminate this Agreement at any time and for any reason whatsoever by giving Company a ten (10) day written notice thereof. The obligations that Company accrued during the term of the Agreement shall continue for a period of 20 years from the termination of this Agreement provided that the Company's obligations with respect to any Confidential Information that is comprised of trade secrets shall continue for so long as the information retains commercial value.
- 5.2 Termination of this agreement shall not affect any accrued rights or remedies to which Fuller is entitled.

6. NO REVERSE ENGINEERING

Company shall not, and it agrees not to or enable others to, copy, decompile, reverse engineer, disassemble, decrypt, modify, or create derivative works of (i) the

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Confidential Information, (ii) a product provided by Fuller, (iii) any Fuller product manufactured by Company or others or any part thereof. Company shall not manufacture, sell, handle, or represent any Fuller products or parts thereof, except for originally manufactured products or parts thereof on behalf of Fuller, without first securing the permission of Fuller.

7. ENFORCEMENT

- 7.1 All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. If any provision of this Agreement shall be found by a court of competent jurisdiction to be unenforceable in any respect, then the court shall revise such provision the least amount necessary in order to make it enforceable.
- 7.2 Company acknowledges that any violation of this Agreement will cause Fuller immediate and irreparable harm that monetary damages cannot adequately remedy, and Company agrees that, upon any actual or impending violation of this Agreement, Fuller shall be entitled to equitable relief, including injunctive relief and specific performance (without bond or proof of damages), to which Company shall not plead in defense thereto that there would be an adequate remedy at law, and such equitable relief shall be in addition to any other remedies that Fuller may have under applicable law.
- 7.4 In the event that any litigation is commenced with respect to the enforcement or interpretation of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including those necessary to secure any injunctive or other equitable relief.
- 7.4 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding the result that otherwise may arise from application of the conflict of law rules of any competent jurisdiction. All disputes concerning, arising from or relating in any way to this Agreement shall be decided solely in the United States District Court for the Eastern District of Pennsylvania. The Parties agree that such courts shall have in personam jurisdiction and venue over each of them.

8. MISCELLANEOUS

- 8.1 Nothing in this Agreement requires and Fuller is under no obligation to place any order for materials or services with Company. Company is solely responsible for its own expenses relating to its review of Confidential Information and in complying with the provisions of this Agreement. Unless otherwise specifically agreed by the parties in writing, any knowledge or information which Company discloses to Fuller which in any way relates to the supply of goods or services to Fuller shall not be deemed to be proprietary or confidential information and shall be acquired by Fuller free from any restrictions.
- 8.2 The Parties agree that this Agreement does not and shall not otherwise be interpreted or construed to:

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- i. convey, lease or otherwise grant to Company any license or other intellectual property right of Fuller or Fuller's client to Confidential Information; or
 - ii. create an agency, partnership or joint venture between the Parties.
- 8.3 This Agreement may not be assigned by Company without the prior written approval of Fuller.
- 8.4 Notwithstanding anything to the contrary set forth in this Agreement, if Company is legally compelled to disclose Confidential Information pursuant to subpoena or other court process or as otherwise required by applicable law or regulation, Company shall provide Fuller with immediate written notice so that Fuller may seek on its own behalf a protective order or any other appropriate remedy. If such protective order or other remedy is not obtained, Company will furnish only that portion of the Confidential Information which Company is legally required to disclose.
- 8.5 Fuller makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information and shall have no liability whatsoever to Company or any of its officers, directors, employees or professional advisers relating to or resulting from the use of the Confidential Information or any errors or omissions therefrom unless specifically agreed to by the Parties in a separate agreement.
- 8.6 Company hereby assumes liability for, and will indemnify, defend and hold harmless Fuller from any claim, suit, action, damage, loss, cost, liability, fine, penalty, assessment or judgment (including but not limited to the costs of enforcing such obligations under this indemnity) arising out of or resulting from any breach by Company of its obligations under this Agreement.
- 8.7 No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the party waiving the provision or the breach. No failure or delay of Fuller in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial waiver of a breach of this Agreement (whether express or implied) constitute a waiver of a subsequent breach.
- 8.8 This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile or electronic transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile or electronic transmission of any signature of a Party shall be deemed an original and shall bind such Party.
- 8.9 This Agreement replaces and voids all prior agreements, understandings, representations, and inducements concerning the subject matter of the Agreement. This Agreement is intended by the parties as a final expression and a complete and exclusive statement of the understanding of the Parties. Notwithstanding any rule of law to the contrary, this Agreement may be

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amended only by way of a formal written amendment signed by the Parties' officers and shall not be amended or be interpreted or construed as having been amended orally, by conduct, by informal writings or by any combination thereof.

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

Fuller Technologies Inc. _____

By: Laura C. Basara _____

By: _____

Title: Head of Regional Procurement _____

Title: _____

Signature: Laura C. Basara

Signature: _____

Date: 12 February 2026 _____

Date: _____