

# CONFIDENTIAL DISCLOSURE AGREEMENT

(EAMER CDA FORM 1.1)

In order to protect certain confidential information, TROPHY, on behalf of itself and its subsidiaries, (collectively "Trophy") and the "Participant" identified below, agree that:

**1. Disclosure Period:** This agreement pertains only to confidential information disclosed between (M/D/Y) **04/18/2019** ("Effective Date") and 12 months thereafter.

**2. Disclosing Party:** The following Party or Parties ("Discloser") will be disclosing confidential information (check one or both):

Trophy (if checked, complete paragraph 4 below)

Participant (if checked, complete paragraph 5 below)

**3. Primary Disclosure Coordinator:** The representatives responsible for coordinating the disclosure and/or receipt of confidential information are:

Trophy Minding LIU

Participant \_\_\_\_\_

**4. Trophy's Confidential Information** relates to (write a specific description if applicable):

**Divers sheet metal components**

**5. Participant's Confidential Information** relates to (write a specific description if applicable):

**6. Confidentiality/Period:** A party receiving confidential information ("Recipient") shall not disclose such information for a period of 3 years (extended to \_\_\_ 4 or \_\_\_ 5 years if checked) from the Effective Date except to its or their employees and contractors who have a need to know and who are bound to keep such information confidential. Trophy may also disclose confidential information to Carestream Dental (the U.S. company) and its subsidiaries who have a need to know and who are bound to keep such information confidential.

**7. Identifying Confidential Information:** This agreement pertains only to information which is: (a) disclosed in tangible form and clearly labelled as confidential at the time of disclosure, or (b) disclosed initially in non-tangible form and identified as confidential at the time of disclosure and, within 30 days following the initial disclosure, is summarized and designated as confidential in a written memorandum delivered to the Recipient.

**8. Degree of Care:** Recipient shall protect the confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential information of a like nature.

**9. Information not Covered:** This Agreement imposes no obligation upon Recipient with respect to information that: (a) does not fall within the scope of confidential information described in paragraph 4 or 5; (b) was in Recipient's possession in tangible form before receipt from Discloser; (c) is or becomes a matter of public knowledge through no fault of the Recipient; (d) is rightfully received by the Recipient from a third party without duty of confidentiality; (e) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (f) is independently developed by the Recipient; (g) pertains to locally applicable tax treatment or tax structure of any transaction (including all related information of any kind that is provided to Recipient); or (h) is disclosed by Recipient with the Discloser's prior written approval.

**10. Samples:** During the period of obligation under paragraph 6, a Recipient shall not analyze the composition of, or reverse engineer or decompile any tangible materials or components or software constituting confidential information provided by Discloser hereunder.

## General Terms

**11.** Except as expressly provided herein, under this Agreement neither party (a) acquires any intellectual property rights; or (b) assumes any obligation of any kind, including any obligation to disclose any information or to deal exclusively with the other party in any field or to purchase, sell, license, or otherwise transfer any technology, services, or products. No agency or partnership is created by this Agreement.

**12.** Any information disclosed hereunder is provided "AS IS" and without any warranty, except Discloser warrants it has the right to make such disclosures.

**13.** A Recipient shall adhere to all applicable export control laws and regulations.

**14.** Trophy will cause its subsidiaries that receive confidential information hereunder to comply as a party with the terms of this Agreement.

**15.** Recipient may disclose confidential information as required by law, after prior notice to Discloser.

**16.** This Agreement is made under and shall be construed according to the laws, other than choice of law provisions, of France. Each party irrevocably agrees that the courts of Meaux shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims. All modifications to this Agreement must be made in writing and must be signed by both parties.

EAMER COMPANY NAME: TROPHY
EAMER COMPANY ADDRESS: 4 rue F. Pelloutier Croissy-Beaubourg 77435 Marne la Vallée France
PRINTED SIGNATORY'S NAME: Philippe Maillet
PRINTED SIGNATORY TITLE: General Manager

<b>PARTICIPANT</b>
COMPANY NAME:
COMPANY ADDRESS:
PRINTED SIGNATORY'S NAME:
PRINTED SIGNATORY TITLE:

## NOTE TO CARESTREAM DENTAL DISCLOSURE COORDINATOR

Make two copies of this Agreement, and have each signed by both parties.

Retain a copy with original signatures with legal records of local subsidiary company (Participant retains the other).

Make three copies of the signed Agreement – Send one to your Unit Manager, send one to Corporate Commercial Affairs in Rochester and retain one for your records.

