ZENML NDA - MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement"), effective as of the later of the signature dates below (the "Effective Date"), is between **ZenML GmbH** ("Company"), and . _____("Entity"). To explore the possibility of a business relationship between Company and Entity, each party ("Discloser") may disclose sensitive information to the other ("Recipient") (each a "party," together the "parties"). The parties agree as follows:

1. Definition. The term "Proprietary Information" means, to the extent previously, presently or subsequently disclosed by or for Discloser to Recipient, all financial, business, legal and technical information of Discloser or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Proprietary Information shall not include any information that (a) was rightfully known to Recipient or its Representatives (as defined below) without restriction before receipt from Discloser, (b) is rightfully disclosed to Recipient or its Representatives without restriction by a third party, (c) is or becomes generally known to the public without violation of this Agreement by Recipient or (d) is independently developed by Recipient or its Representatives without access to or reliance on such information. Discloser represents and warrants to Recipient that it is authorized to disclose any and all Proprietary Information made available to Recipient under this Agreement.

2. Restrictions. As to the other party's Proprietary Information, Recipient agrees (a) to use the Proprietary Information only for its consideration internally of a business relationship or transaction between the parties, and its performance in any resulting arrangement, but not for any other purpose (the "Purpose"), (b) to maintain the Proprietary Information as confidential, and exercise reasonable precautions to prevent any unauthorized access, use or disclosure, (c) not to copy the Proprietary Information, (d) not to disclose the Proprietary Information to any third party other than Recipient's directors, officers, employees, independent contractors, advisors and agents (collectively, "Representatives") who (1) need to know for the Purpose, (2) are apprised of the confidential nature of the Proprietary Information and all of the restrictions in this Agreement, and (3) have signed a written agreement with Recipient containing confidentiality and non-use restrictions as least as protective as those of this Agreement; *provided that* Recipient will be responsible for any act or omission of its Representatives that would be a breach of this Agreement if by Recipient, (e) not to decompile, disassemble or otherwise reverse engineer any Proprietary Information, or use any similar means to discover its underlying composition, structure, source code or trade secrets and (f) not to export or re-export any Proprietary Information or product thereof in violation of U.S. or other export control laws or regulations. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof will also be held in confidence by both parties and not disclosed to any third party.

3. Compelled Disclosures. These restrictions will not prevent either party from complying with any law, regulation, court order or other legal requirement (collectively, "Legal Requirement") that compels disclosure of any Proprietary Information. Recipient will promptly notify Discloser upon learning of any such legal requirement, and cooperate with Discloser in the exercise of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency.

4. No Warranties or Licenses. All Proprietary Information is provided "AS IS." Discloser will not be liable to Recipient for damages arising from any use of the Proprietary Information, from errors, omissions or otherwise. All of Discloser's rights in and to its Proprietary Information remain the exclusive property of Discloser. Neither this Agreement, nor any disclosure of Proprietary Information hereunder (a) grants to Recipient any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, except solely for the use expressly permitted herein, (b) obligates either party to disclose or receive any information, perform any work or enter into any agreement, (c) limits either party from developing, manufacturing or marketing products or services that may be competitive with those of the other except insofar as this Agreement limits the use and disclosure of Proprietary Information, (d) limits either party from assigning or reassigning its employees in any way or (e) limits either party from entering into any business relationship with third parties.

5. Termination. This Agreement will terminate as to the further exchange of Proprietary Information immediately upon receipt by one party of written notice from the other. The confidentiality obligations of this Agreement, as they apply to any Proprietary Information disclosed prior to termination, will survive termination for a period of five (5) years; *provided*, Recipient's obligations hereunder shall survive and continue in effect thereafter with respect to any Proprietary Information that is a trade secret under applicable law. Upon termination of this Agreement for any reason, or upon Discloser's request at any time, Recipient shall promptly return to Discloser all originals and copies of any Proprietary Information and destroy all information, records and materials developed therefrom; provided that the foregoing obligation shall not apply to (i) any Proprietary Information required to be retained pursuant to an applicable Legal Requirement or Recipient's bona fides document retention policies or (ii) electronic copies of Proprietary Information created pursuant to automatic archival or backup processes where the destruction of such copies is not reasonably practicable.

6. Remedies. Due to the unique nature of the Proprietary Information, the parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to Discloser, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, Discloser shall be entitled, in addition, to seek any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond or showing such irreparable harm.

7. General. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change, consent or waiver to this Agreement will be

effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. This Agreement will not be assigned by either party without the prior written consent of the other, not to be unreasonably withheld; *provided that* without notice or consent this Agreement may be assigned to a successor of such party by purchase, merger, or consolidation. Any assignment not in accordance with these provisions shall be null and void and this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the Munich, Germany, without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement shall be in the federal and state courts located in Munich, Germany, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding resulting in a final order issued by a court of competent jurisdiction to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained. Any notice hereunder will be effective upon receipt and shall be given in writing, in English, and delivered to the other party at its address given herein or at such other address designated by written notice.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year first written above.

ZenML GmbH	ENTITY:
By:	By:
Date: _____	Date: _____
Name: Adam Probst, Hamza Tahir	Name: _____
Title: Managing Director	Title: _____
Address: Schellingstr. 36, 80799 Munich, Germany	Address:
Notices Email: hello@zenml.io	Notices Email: