

NON-DISCLOSURE AGREEMENT

This Agreement is entered into between Xometry, with its principal office at 7951 Cessna Avenue, Gaithersburg, MD 20879 and _____, (Discloser) with its principal office at _____ (collectively referred to as the Parties and each individually referred to as a Party), effective as of the ____ day of _____, 201____ (Effective Date).

WHEREAS, this Agreement provides for the disclosure by or on behalf of one Party (Discloser) to another Party (Xometry) of information that is deemed proprietary or confidential by the Discloser. The Confidential Information (defined below) shall be disclosed for the purposes of holding discussions, and conducting evaluations and negotiations, concerning _____ (the Authorized Purpose).

NOW, THEREFORE, in consideration of the protection of Confidential Information disclosed hereunder and other mutual promises and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" is defined as information of any nature and in any form (including, without limitation, written, magnetic or optical media, and oral and visual disclosures) disclosed by the Discloser, or disclosed by an independent contractor, consultant or agent of the Discloser, to Xometry in connection with the Authorized Purpose: (i) that is identified as confidential or proprietary with an appropriate, conspicuous marking, or that is otherwise identified as confidential or proprietary at the time of disclosure; or (ii) that is not marked or otherwise identified as proprietary or confidential at the time of disclosure, and which should reasonably have been understood by the Xometry (based on the circumstances of disclosure or the nature of the information itself) to be proprietary and confidential to the Discloser.
2. Xometry, unless otherwise authorized in writing by the Discloser, shall:
 - a. maintain in confidence all Confidential Information received hereunder;
 - b. restrict disclosure of such Confidential Information to those of its directors, officers, employees, independent contractors, consultants or agents who require access to the Confidential Information for carrying out the Authorized Purpose, and who are subject to a written agreement having terms and conditions respecting the protection of confidential or proprietary information that are no less restrictive than those of this Agreement and that would extend to the Confidential Information received hereunder;
 - c. use such Confidential Information only for the Authorized Purpose; and
 - d. to the extent applicable, not modify, reverse engineer, decompile, disassemble or create derivative works from any such Confidential Information.
3. Subject to Section 6 below, the confidentiality obligations and use restrictions of this Agreement shall not apply to information marked or identified as Confidential Information:
 - a. if such information is or becomes known in the public domain, other than by breach of this Agreement by Xometry;
 - b. if such information was known to Xometry without restriction prior to the time of first receipt from the Discloser;
 - c. if such information lawfully and rightfully becomes known to Xometry without restriction, from a source other than the Discloser;
 - d. if such information was or is independently developed by Xometry without reference to any Confidential Information received hereunder, as evidenced by written records;
 - e. to the extent that disclosure or broader use of such information is authorized in writing by the Discloser; or
 - f. after the end of a term of three (3) years from the date of expiration or earlier termination of this Agreement.
4. Xometry shall not be liable for the disclosure of Confidential Information if such disclosure is required by order of a court of competent jurisdiction, or by order of a governmental agency or legislative body under any written law, regulation or legal order, provided that Xometry promptly notify the Discloser thereof, and upon the request and reasonable expense of the latter, reasonably cooperate with the Discloser in contesting the ordered disclosure or in seeking confidentiality treatment of the information. If disclosure is ultimately required, then Xometry shall restrict any disclosure to only such information that reasonably satisfies the order.
5. The Discloser acknowledges that Xometry may currently or in the future be developing information internally, or receiving information from other parties, that is similar to Confidential Information received hereunder. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that Xometry shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in such Confidential Information, provided that Xometry does not violate any of its obligations under this Agreement in connection with such development.
6. Each Party shall comply with any and all laws applicable to or governing such Party's conduct in connection with this Agreement, including the United States Foreign Corrupt Practices Act. The Parties acknowledge that applicable United States law restricts or prohibits the provision or export of certain goods, technical data and information outside of the United States or to persons or entities who are not United States nationals. Each Party shall comply with any such applicable U.S. export law, and shall be responsible for obtaining any required authorizations for export of its Confidential Information. Furthermore, Xometry shall not export any export controlled Confidential Information of the Discloser without the prior written consent of the Discloser, and shall obtain any required authorizations for, and observe any and all restrictions placed on, the export of such Confidential Information.
7. All rights in Confidential Information are reserved by the Discloser. Other than the rights expressly granted herein, neither this Agreement, nor the disclosure of any Confidential Information hereunder, shall be construed as expressing or implying any other rights, including but not limited to any rights of ownership of such Confidential Information, or rights to any invention, patent, copyright or other intellectual property right heretofore or hereafter owned, acquired, developed or licensable by the Discloser.
8. All Confidential Information provided by a Discloser hereunder is provided solely on an "as-is" basis, and the Discloser makes no warranties regarding the accuracy or completeness of thereof; and the Discloser expressly disclaims any and all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Neither this Agreement, nor the disclosure of any Confidential

Information hereunder, shall constitute any representation, warranty, assurance, guarantee or inducement by the Discloser with respect to infringement of patent or other rights of any third parties. Any reliance on Confidential Information shall be exclusively at Xometry's risk.

9. This Agreement shall not be construed as creating any joint venture, teaming, partnership or other joint relationship between the Parties. Neither this Agreement, nor the disclosure or receipt of Confidential Information hereunder, shall constitute or imply any promise or intention or commitment by either Party to procure any product or service, make any commitment with respect to the present or future marketing of any product or service, enter into a contract with the other Party, or be liable for the costs of the other Party in carrying out the Authorized Purpose. Unless and until a definitive written agreement with respect to the subject matter hereof is entered into, neither Party hereto will be under any legal obligation of any kind whatsoever with respect to the same, except for the matters specifically agreed to in this Agreement.
10. This Agreement shall apply to Confidential Information received during a term of two (2) years beginning with its Effective Date, unless earlier terminated by written notice provided by either Party to the other Party, which termination shall be effective upon receipt of such notice. Notwithstanding the expiration, or any earlier termination, of this Agreement, the use restrictions and confidentiality obligations imposed on each Party hereunder shall survive and continue in full force and effect for the period set forth in Section 3.f, and any other provisions that by their nature and context are intended to survive the expiration or termination of this Agreement shall so survive.
11. Upon request by the Discloser, all Confidential Information (including all copies, derivative works and other tangible materials containing such information) shall be either returned to the Discloser or destroyed by Xometry. In the event of destruction and upon request of the Discloser, Xometry shall, within ten (10) days after such destruction, certify in writing to the Discloser that such destruction has been accomplished. Xometry shall make no further use of any Confidential Information.
12. This Agreement contains the complete and exclusive agreement between the Parties with respect to the safeguarding of the Parties' Confidential Information disclosed hereunder, and supersedes all prior communications and understandings with respect thereto. No waiver, modification or deletion of any provision of, or addition of any provisions to, this Agreement shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by an authorized representative of each Party. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were on a single instrument, and all such counterparts together shall constitute this Agreement.
13. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, delegated or otherwise transferred by either Party without the express prior written consent of the other Party, except to an entity that succeeds to all or substantially all of the business assets of the assigning Party, and so long as such entity agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment or delegation in contravention of this clause shall be void and unenforceable.
14. All notices required by this Agreement will be in English, will be effective on the date of receipt, and will be transmitted by any customary means of written communication, addressed as follows:

To Xometry: _____ To _____:
7951 Cessna Avenue _____
Gaithersburg, MD 20879 _____
Attn: CFO _____
Fax: 212 407 3322 _____
15. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
16. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
17. This Agreement shall be governed and construed in accordance with the laws of the state of Maryland without regard to its choice of law provisions.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the dates indicated below.

Xometry _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____