CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is entered into as of August 20th, 2021 between Sirona Dental Systems GmbH, Fabrikstraße 31, 64625 Bensheim (“**Discloser**”), and [INSERT FULL AND CORRECT COMPANY NAME or INDIVIDUAL NAME], a [INSERT FULL AND CORRECT ENTITY TYPE or Individual Citizen of INSERT COUNTRY] having an address at [INSERT FULL AND CORRECT COMPANY OR INDVIDUAL ADDRESS] (“**Recipient**”).Discloser and Recipient may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

For their mutual benefit, the Parties intend to engage in, or continue to engage in, discussions to establish or maintain a working relationship related to SLIDA connectivity to Sidexis 4 (“**Purpose**”). During such discussions, Discloser may find it necessary or desirable to disclose, or may have already disclosed, certain Confidential Information to Recipient. The Parties acknowledge and agree that Confidential Information regarding the Purpose disclosed prior to, on, or after the Effective Date shall be governed by the terms and conditions of this Agreement.

Therefore, in consideration of the covenants and obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, it is therefore agreed as follows:

1. Confidential Information. “**Confidential Information**” means and includes proprietary, tangible information as to techniques, formulas, processing, costs, designs, business and product plans and strategies, prices, customer information, concepts, processes, drawings, market information, specifications, know-how, financial and marketing data, technical data, procedures, trade secrets, models, prototypes, samples, and all derivative and related information pertaining thereto, including oral information and information available through visits to Discloser’s facilities. Confidential Information may be disclosed orally, visually, and in written form (including but not limited to electronic or other media), whether or not marked or designated as “confidential.”

2. Non-Disclosure of Confidential Information. Recipient will exercise the same degree of care and protection with respect to Discloser's Confidential Information which Recipient exercises with respect to its own Confidential Information, which in no event shall be less than a reasonable standard of care. Accordingly, Recipient shall hold Discloser’s Confidential Information in strict confidence and: (a) shall not use, copy, disclose, divulge or otherwise make Discloser’s Confidential Information available to any other person or entity, except its Representatives (defined below), without the prior written consent of Discloser, which consent shall be in the sole discretion of Discloser; and (b) shall not deface, alter, remove or permit to be defaced, altered or removed any notice indicating the confidential nature of, or the proprietary right of Discloser in and to, Discloser’s Confidential Information. Neither party shall reverse engineer, disassemble, or de-compile any tangible information that embodies the Discloser’s Confidential Information.

3. Authorized Disclosure of Confidential Information. Recipient shall: (a) use Discloser’s Confidential Information only for the Purpose; (b) restrict disclosure of the Confidential Information to Recipient’s and its affiliates’ respective officers, directors, employees, consultants, attorneys, advisors and accountants for a party who have a need to know Discloser’s Confidential Information in order to perform his, her or its job responsibilities in connection with this Agreement and whom Recipient has legally bound to comply with reasonable confidentiality obligations (“**Representatives**”); (c) be responsible for any breach of this Agreement caused by its Representatives; and (d) account for the return or destruction of Discloser’s Confidential Information and all copies of all or any part of Discloser’s Confidential Information in any form or medium, including all notes, analyses, memoranda or other documents, including electronically stored versions of the same (“**Reproductions**”), except as otherwise provided herein.

4. Required Disclosure. If Recipient or any of its Representatives is required by applicable law, regulation or a valid legal order to disclose any Confidential Information, Recipient shall promptly notify the Discloser, if legally permissible, of such requirements so that the Discloser may contest or seek a protective order or other remedy, at Discloser’s sole expense. Recipient shall cooperate reasonably with Discloser, at Discloser’s expense, if Discloser requests Recipient to cooperate in Discloser’s contest of such required disclosure of its Confidential Information. If Recipient remains legally compelled to make such disclosure, it shall only disclose that portion of the Confidential Information that it is required to disclose.

5. Exceptions to Confidential Information. The obligations of confidentiality set forth in this Agreement shall not apply to any Confidential Information which: (a) is or becomes available to the public through no act or omission by Recipient or its Representatives; (b) was already known by Recipient or its Representatives at the time of the disclosure by Discloser, as evidenced by Recipient’s written records existing prior to the date of disclosure by Discloser; (c) is lawfully obtained from a person or entity not a party to this Agreement and without any obligation of confidentiality relative to the information; or (d) is developed independently by Recipient or its Representatives without use or reference to Discloser's Confidential Information.

6. Ownership of Confidential Information and Intellectual Property Rights. All Confidential Information, including Reproductions, shall be deemed to be and remain the property of Discloser. Further, no rights of any kind in and to Discloser's Confidential Information or its inventions, works of authorship, patents, trademarks, copyrights, designs, or trade secrets are or shall be deemed licensed, transferred, or assigned to Recipient under this Agreement.

7. Return of Confidential Information. On Discloser’s written request, Recipient shall promptly return to Discloser or destroy all of Discloser’s Confidential Information and all Reproductions in its possession; provided, however, that Recipient may retain copies of Confidential Information that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. In addition, Recipient may retain a single copy set of such materials solely for archival purposes to meet its own recordkeeping and legal obligations. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

8. Termination. The term of this Agreement shall be for a period of 2 years from the Effective Date and may be extended only by a mutual written agreement between the parties. Either party may terminate this Agreement upon 30 calendar days’ prior written notice to the other party. All obligations with respect Confidential Information shall survive termination or expiration of this Agreement for a period of 5 years from the date of termination or expiration of this Agreement, provided that trade secrets shall be maintained in confidence until the information is no longer a trade secret under applicable law, however at least for a period of 5 years from the date of termination or expiration of this Agreement.

9. Warranties. Each Party warrants it has the authority to enter into this Agreement. NO WARRANTIES OF ANY KIND ARE GIVEN WITH RESPECT EITHER TO THE CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT OR TO THE USE THEREOF.

10. Remedies. Recipient agrees that it is impossible to measure in money the damages that may accrue due to Recipient’s breach of this Agreement and/or failure to perform any of the obligations under this Agreement. Therefore, in the event the Discloser institutes any action or proceeding to specifically enforce the provisions of this Agreement by injunctive or other form of equitable relief, Recipient waives the claim or defense Discloser has an adequate remedy at law. Recipient shall not assert in any such action or proceeding the claim or defense that a remedy at law exists.

11. Assignment. This Agreement may not be assigned by Recipient without the prior written consent of Discloser; provided, however, assignment by operation of law by Recipient pursuant to a sale of equity or merger or similar transaction shall not require the consent of Discloser. No permitted assignment shall relieve Recipient of its obligations under this Agreement with respect to Confidential Information disclosed to it prior to the assignment. Any attempted assignment without the prior written consent of Discloser shall be void. This Agreement shall be binding upon the Parties’ respective permitted successors and assigns.

12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and such invalidity or unenforceability shall not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect.

13. Waiver. No delay or omission by either Party to exercise any right occurring upon any noncompliance or breach by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other Party shall be effective only if in writing and signed by an authorized representative of each Party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement contained in this Agreement.

14. No Obligation to Purchase or Sell. Nothing in this Agreement shall obligate either Party to purchase any products or services from the other Party, nor shall it obligate either Party to sell, license, or transfer any products or services to the other Party.

15. Relationship of the Parties. Nothing in this Agreement creates any license, franchise or agency relationship, partnership, or joint venture between the Parties.

16. Governing Law; Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to the conflict of laws provisions thereof. Each Party agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the London Court of International Arbitrations (“**LCIA**”). Such dispute shall be referred to and finally resolved by arbitrations under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The seat, or legal place of LCIA arbitration shall be Frankfurt, Germany. Each Party agrees that a final judgment in any such action is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

17. Entire Agreement; Modification. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, agreements and understandings relating thereto, whether written or oral. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by authorized representatives of both Parties. For the avoidance of doubt, this shall also apply to a waiver of this written form requirement.

*[Remainder of Page Intentionally Blank]*

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

|  |  |
| --- | --- |
|  | Sirona Dental Systems GmbH |
|  | By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Department: Clinical and Software Solutions |
|  | [INSERT FULL AND CORRECT COMPANY NAME OF RELEVANT DS ENTITY] |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |