

NON-DISCLOSURE AGREEMENT

To protect confidential information, Component Sense (“Component Sense” or the “Discloser”) and the individual or entity accessing Component Sense systems, platforms, or tools (the “Recipient”) agree to the terms of this Non-Disclosure Agreement (the “Agreement”). For the purpose of this Agreement, the party disclosing information is Component Sense, and the party receiving information is the Recipient.

By accessing or using this Component Sense platform, system, or tool, the Recipient agrees to be bound by the terms of this Agreement.

1. Description of Confidential Information

The Discloser’s “Confidential Information” for purposes of this Agreement, except to the extent excluded under paragraph 5, shall consist of any and all information disclosed to the Recipient (whether verbally, visually, electronically, or in writing) which relates to Component Sense’s business. This includes, but is not limited to,

- a. its strategic planning data,
- b. non-public financial information,
- c. customer data,
- d. supplier relationships,
- e. marketing plans, and purchasing data,
- f. licenses,
- g. business forecasts,
- h. acquisition or divestiture plans,
- i. prototypes, design, engineering and/or manufacturing processes and services,
- j. research and development,
- k. inventions, discoveries, concepts and ideas,
- l. pricing and procurement information, or
- m. production level(s), methods, formulae and techniques, whether patentable or not, as well as improvements thereof or know-how related thereto.

Without limiting the generality of the foregoing, Confidential Information expressly includes Bills of Materials (BOMs), Approved Vendor Lists (AVLs), part numbers, alternates, cross-reference data, pricing targets and benchmarks, availability data, inventory positions, excess or surplus stock information, demand signals, forecasts, shortage exposure, and substitution strategies.

It also includes any data, analysis, insights, reports, matches, pricing indications, availability data, or other outputs generated through the Recipient’s use of any system, platform, or tool provided by or on behalf of Component Sense.

2. Use & Non-Disclosure of Confidential Information

The Recipient shall only use Confidential Information in solely and strictly to evaluate, establish, or continue a business relationship with Component Sense (the “Purpose”). Moreover, the Recipient agrees it will not disclose Confidential Information to any third party, except to the Recipient’s attorneys, accountants, financial advisors, consultants, and affiliates having a bona fide need to know such information, and to other third parties solely as necessary to carry out the Purpose (such attorneys, accountants, financial advisors, consultants, affiliates and third parties collectively referred to as “Authorised Third Parties”) if such Authorised Third Parties are bound in writing or by law to the Recipient by obligations of confidentiality at least as restrictive as the terms set forth herein.

Access to Component Sense systems, platforms, or tools may expose the Recipient to Confidential Information as defined in this Agreement. The Recipient agrees that all such information shall be treated as Confidential Information and used solely for the Purpose described in this Agreement.

The Recipient shall not use Confidential Information, including any system- or platform-generated outputs, for competitive benchmarking, reverse engineering, or internal sourcing activities outside the Purpose, nor attempt to extract, infer, or reconstruct supplier relationships, pricing strategies, or market intelligence beyond what is necessary to carry out the Purpose.

If the Recipient discloses Confidential Information to Authorised Third Parties, the Recipient shall be liable to Component Sense for any unauthorised disclosure by such Authorised Third Parties. The Recipient shall protect the Confidential Information by 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 to prevent the unauthorised use, dissemination, or publication of the Confidential Information.

Upon written request, all Confidential Information in tangible form will be destroyed or returned to the Component Sense.

The Recipient shall not use any automated means, including scraping tools, bots, or data extraction technologies, to access, copy, download, or harvest Confidential Information from any Component Sense system or platform.

3. Term of Agreement & Confidentiality Period

This Agreement shall commence upon the Effective Date (noted below) and have a term of three (3) years; thereafter, it shall automatically renew for successive one (1) year periods unless either party provides the other written notice of its intent to terminate the Agreement ninety (90) days before the anniversary date of the renewal. The Recipient's obligations under Section 2 shall survive any termination or expiration of this Agreement and, unless otherwise stated herein, shall continue for three (3) years from the date of disclosure.

4. Marking

The Recipient's obligation shall extend to Confidential Information that:

- (a) is marked as confidential or proprietary at the time of disclosure;
- (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure, and is designated as confidential in a written memorandum sent to Recipient's primary representative within thirty (30) days of disclosure, summarizing the Confidential Information sufficiently for identification; or
- (c) Recipient knows or reasonably should know to be confidential and intended by Component Sense to be subject to the obligations herein.
- (d) Confidential Information disclosed through any Component Sense platform or tool shall be deemed confidential whether or not it is marked or labelled as such.

5. Exclusions

This Agreement imposes no obligation upon the Recipient concerning Confidential Information that:

- (a) was in Recipient's possession before receipt from Component Sense;
- (b) is or becomes a matter of public knowledge through no fault of Recipient;

(c) is rightfully received by Recipient from a third party without a duty of confidentiality;

(d) is disclosed by Component Sense to a third party without a duty of confidentiality on the third party;

(e) is independently developed by Recipient without reference to or use of Confidential Information; or

(f) is required to be disclosed by law or court order, provided that, to the extent practicable, the Recipient shall provide Component Sense with advance notice thereof and reasonably cooperate with Component Sense in obtaining protective treatment thereof, if available.

6. Warranty

All confidential information is provided “as is.” Component Sense makes no warranties, express, implied, or otherwise, regarding its accuracy, completeness, or performance.

7. Intellectual Property Rights

Any Confidential Information supplied by Component Sense shall remain the property of Component Sense, including, but not limited to, derivatives, summaries, notes, and electronic files, and nothing in this Agreement shall restrict Component Sense from using, disclosing or disseminating its Confidential Information in any way.

The parties recognise and agree that nothing contained in this Agreement shall be construed as a grant of any property rights to the Recipient, by license or otherwise, to any Confidential Information disclosed under this Agreement, any invention or any patent right that has been issued or that may be issued, or any copyright or other rights based on the Confidential Information.

8. Counterparts and Copies

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed as an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorised representative of each party has signed a counterpart. The Parties agree that the delivery of the Agreement by facsimile or electronic copy (e.g. scanned PDF in counterparts) shall have the same force and effect as delivery of original signatures and that each party may use such copy as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. Miscellaneous

- This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology services or products. Nothing in this Agreement shall limit or displace either party’s rights under the applicable law of trade secrets.
- Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data. They shall not export or re-export any technical data, any products received from Component Sense, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless adequately authorised.
- This Agreement does not create any agency or partnership relationship. Nothing in this Agreement shall be construed as a representation that either party will not independently pursue similar opportunities, provided that the obligations of this Agreement are not breached.

- All additions or modifications to this Agreement must be in writing and must be signed by both parties. This Agreement sets forth the entire agreement and understanding between the parties
- regarding its subject matter and supersedes all prior agreements between the parties regarding this subject matter.
- The parties agree that any actual violation of the terms of this Agreement may result in irreparable harm. They, therefore, may entitle the other party to seek injunctive or other equitable relief.
- This Agreement is made under and shall be construed according to the laws of the United Kingdom, irrespective of the conflict of law provisions thereof.