

PIX4life User Non-Disclosure Agreement

This PIX4life User Non-Disclosure Agreement (hereinafter the “Agreement”) is effective as from the signature date below (hereinafter the “Effective Date”) for a period of two (2) years (hereinafter the “Disclosure Period”) by and between:

1. On the one hand

1.1. INTERUNIVERSITAIR MICRO-ELECTRONICACENTRUM IMEC VZW (IMEC),

with registered offices at KAPELDREEF 75, LEUVEN 3001, Belgium,
herein represented by proxy as determined below;

1.2. CHALMERS TEKNISKA HOEGSKOLA AB (CHALMERS),

with registered offices at -, GOETEBORG 41296, Sweden,
herein represented by proxy as determined below;

1.3. LIONIX INTERNATIONAL BV (LIONIX BV),

with registered offices at HENGELSESTRAAT 500, ENSCHEDE 7521 AN, Netherlands,
herein represented by proxy as determined below;

1.4. LUCEDA (Luceda),

with registered offices at NOORDLAAN 21, DENDERMONDE 9200, Belgium
herein represented by proxy as determined below;

1.5. PHOENIX BV (PHOENIX) (now part of Synopsys),

with registered offices at HENGELSESTRAAT 705, ENSCHEDE 7521PA, Netherlands
herein represented by proxy as determined below;

1.6. UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK (Tyndall),

with registered offices at WESTERN ROAD, CORK, Ireland
herein represented by proxy as determined below;

the parties 1.1 through 1.6 hereinafter collectively referred to as the “Technology Partners”,

and

1.7. VLC PHOTONICS SOCIEDAD LIMITADA (VLC),

With registered offices at CAMINO DE VERA SN EDIFICIO 9B D5 UNIVERSIDAD POLITECNICA DE
VALENCIA, VALENCIA 46022, Spain,

Herein represented by Jose David Domenech Gomez, CTO and Attorney,

The Technology Parties herein represented by party 1.7 (VLC), by proxy date 7th August 2017.

2. On the other hand,

Full legal name:

With registered office situated at:

Herein represented by:

Hereinafter referred to as the “User”

- hereinafter individually referred to as the “Party” and collectively the “Parties” respectively –

- WHEREAS, PIX4life will mature a state-of-the-art silicon nitride (SiN) photonics pilot line for life science applications. The pilot line will pave the way to make the technology accessible in open-access to enable product development and manufacturing for a broad range of industrial customers. Current life science products deploy bulky and expensive optical systems and would benefit enormously from miniaturized photonic implementation. This field requires a visible light PIC-technology (400nm – 1000 nm). By bridging technological research towards industrial deployment, PIX4life will drive the development of an open access pilot-line enabling low cost, highly reproducible and scalable products for the life-science sector. The PIX4life pilot-line comprises system integrators, design houses, foundries and packaging providers to allow a full turn-key solution;
- WHEREAS the Parties intend to engage in discussions concerning the preparation of an MPW service as described in the summary attached hereto (hereinafter referred to as the “Purpose”);
- WHEREAS, in the course of such discussions it is anticipated that the Parties may wish to disclose to each other information for the Purpose, which the Parties regard as confidential;

NOW, THEREFORE, the Parties enter into the following agreement:

Article 1 – Definitions

For the purposes of this Agreement, the following words shall have the meaning as provided hereunder:

- 1.1. “Affiliates” means any legal entity which is (a) directly or indirectly owning or controlling a Party, or (b) under the same direct or indirect ownership or control as a Party, or (c) directly or indirectly owned or controlled by Party. Ownership or control as referred to in sub items (a), (b) and (c) above shall exist through the (i) direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or (ii) direct or indirect right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote. An entity shall be deemed to be an Affiliate only as long as the above defined ownership or control lasts.
- 1.2. “Confidential Information” means any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement by the disclosing Party to the receiving Party. Confidential Information shall, if in written form, be marked “Confidential” or “Proprietary” or similarly legended by the disclosing Party before being turned over to the receiving Party. All oral disclosures of Confidential Information shall be summarized, in writing, by the disclosing Party and said summary will be given to the receiving Party within thirty (30) days of the subject oral disclosure. The receiving Party must make any objections to the contents of the summary, in writing, within thirty (30) days of receipt.

Article 2 – Disclosure and Use

- 2.1. The receiving Party acknowledges that the disclosing Party has an interest in maintaining the confidentiality of the Confidential Information disclosed in relation to the Purpose. Except for the

summary added in Annex 1 (which may be disclosed solely to the European Commission), the receiving Party undertakes not to, and shall not, disclose, distribute and/or disseminate any and all parts of the Confidential Information, in any form or format, to any individual and/or legal entity, except to its and its Affiliate(s)' employees, consultants and advisors as detailed in article 2.2 hereunder.

- 2.2. The receiving Party has the right to disclose the Confidential Information to persons (employees, consultants and/or advisors) within its organization (i) with a need to know for the Purpose, (ii) who are informed of the confidential nature of the Confidential Information and (iii) who agree to be bound or are already bound by existing agreements with the receiving Party) by terms no less stringent than the ones set forth in this Agreement.
Furthermore, this Agreement shall also cover the disclosure of any Confidential Information to or by Affiliates engaged in the performance of the Purpose. Disclosure by or to an Affiliate shall be deemed to be a disclosure under this Agreement, regardless to whom the Confidential Information belongs. In addition this Agreement shall also cover disclosures of Confidential Information by and to each Party's consultants and representatives engaged in the performance of the Purpose according to the terms herein and for the Purpose only.
- 2.3. The receiving Party shall treat any and all part(s) of the Confidential Information it receives from the disclosing Party with – at least – the same degree of due and diligent care as it applies with respect to its own confidential information, which standard shall in no instance be less than reasonable care. The receiving Party shall be liable for disclosure of Confidential Information of the disclosing Party if such care is not used. The burden shall be upon receiving Party to show that such care was used.
- 2.4. The Confidential Information shall be used by the receiving Party for the Purpose only.
- 2.5. The receiving Party shall not use the disclosing Party's Confidential Information in the design, development, production, stockpiling or use of weapons of mass destruction, such as nuclear, chemical or biological weapons or missiles, nor for any use supporting these weapon activities.
- 2.6. The receiving Party shall promptly cease to use the Confidential Information and all copies thereof upon first request of the disclosing Party and, in any event, upon termination of this Agreement.
- 2.7. The receiving Party shall have the right to refuse to accept any Confidential Information under this Agreement if it believes the receipt of such information would limit or restrict in any way the use of its own technology or otherwise impair its business interests and nothing herein shall obligate the disclosing Party to disclose to the receiving Party any particular information.

Article 3 - Exceptions

The obligations of article 2 shall not apply to any information, which the receiving Party can prove:

- (a) Is or becomes part of the public domain, through no breach of this Agreement by the receiving Party;
- (b) Was in the receiving Party's possession prior to receipt from the disclosing Party;
- (c) Is received by the receiving Party from a third party free to disclose such information;
- (d) Is independently developed by or on behalf of the receiving Party, without use of the disclosing Party's Confidential Information;
- (e) Is approved for release by prior written authorization of the disclosing Party; or
- (f) Is required to be disclosed by operation of law or by final court or administrative order provided that the receiving Party furnishes prior notice of such requirement to the disclosing Party and cooperates with the disclosing Party in contesting disclosure or obtaining confidential treatment of such disclosure, to the extent such prior disclosure and contesting disclosure is feasible in accordance with mandatory applicable law.

Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are, or become, known to the public.

Article 4 – Title and rights

The receiving Party hereby acknowledges that the Confidential Information is and remains the sole and exclusive property of the disclosing Party.

No patent or other proprietary rights are directly or indirectly licensed, granted or transferred to the receiving Party through this Agreement or upon disclosure of Confidential Information. The disclosure of Confidential Information shall not result in any obligation to grant the receiving Party rights therein.

The extent of disclosure hereunder by the disclosing Party to the receiving Party of Confidential Information shall be entirely at the disclosing Party's discretion consistent with the Purpose. No Party shall have an obligation to enter into any further agreement with one of the other Parties except as each Party, in its sole judgement, may deem advisable.

Article 5 – Warranty and liability

- 5.1. The disclosing Party makes no representation or warranty, express or implied, as to the fitness for purpose, accuracy or completeness of the Confidential Information, which is disclosed "as is".
- 5.2. The disclosing Party shall incur no liability with respect to the use, whether or not in accordance with the terms of this Agreement, by the receiving Party of any Confidential Information disclosed by the disclosing Party.
- 5.3. Except in case of wilful act or gross negligence or in so far as mandatory applicable law overrides such exclusions or limitations, no Party shall be liable in connection with the Agreement towards the other Party(ies) for any of the following, however caused or arising, on any theory of liability, and even if such Party was informed or aware of the possibility thereof: loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities; lost contracts, goodwill, and anticipated savings; loss of or damage to reputation or to data; costs of recall of products; or any type of indirect, incidental, punitive, special or consequential loss or damage. Each Party's total maximum liability for damages shall be limited to 100 000 (one hundred thousand) Euro.
- 5.4. The Parties agree and acknowledge that monetary damages may not be a sufficient remedy for any breach of the Agreement and that, in addition to all other remedies, the disclosing Party shall be entitled to seek the remedy of injunction, specific performance and any other equitable relief for any breach of the provisions of this Agreement.

Article 6 – Term and termination

- 6.1. This Agreement shall be effective as of the Effective Date (see above) during the Disclosure Period. It may be terminated with respect to further disclosures upon thirty (30) days' prior written notice. The receiving Party's confidentiality and restricted use obligations hereunder with respect to each item of Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years from the date of expiration or termination of the Agreement.
- 6.2. The receiving Party undertakes to destroy all such documents, records, computer software, information, data, equipment, and/or other media or support (including in electronic format) containing Confidential

Information and supplied to it by the disclosing Party, or reproductions thereof, upon request of the disclosing Party by such date as the disclosing Party may reasonably require, notified to the receiving Party even prior to any termination of this Agreement, , except that the receiving Party shall not be required to destroy copies of electronically exchanged Confidential Information made as a matter-of-routine information technology back-up and provided always that the receiving Party may keep one copy for archival purposes subject to confidentiality.

Article 7 – Governing law

All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice to the defaulting Party, then the dispute will be submitted to the competent courts of Brussels (Belgium). This Agreement shall be governed by and construed in accordance with the laws of Belgium; no effect shall be given to any conflict-of-law provisions. Each Party will comply with all mandatory laws and regulations applicable to its disclosure of Confidential Information under this Agreement. Notwithstanding the above, and only in reference of any dispute arising in connection of this Agreement either party shall be entitled to seek an interim restraining order in any competent jurisdiction.

Article 8 - General provisions

- 8.1. This Agreement may not be assigned by either Party, without the prior written consent of the other Parties.
- 8.2. The signature of a representative of a Party received by electronic image transmission (such as portable document format) will constitute an original signature. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy by by electronic image transmission shall have the same force and effect as delivery of the original Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed.

For the User,

Name:

Title:

Date:

On its own behalf and on behalf of the Technological Partners,

VLC PHOTONICS SOCIEDAD LIMITADA (VLC)

Name: José David Domenech Gomez

Title: CTO and Attorney

Date: