

NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement, dated as of **6th of March 2019**

between the IHP GmbH - Innovations for High Performance Microelectronics/ Leibniz-Institut für innovative Mikroelektronik, having an office at Im Technologiepark 25, 15236 Frankfurt (Oder), Germany ("IHP"), and University of Chile - Department of Electronics Engineering (Astro-Photonic Group), hereinafter referred to as ("PARTNER").

IHP and PARTNER, each desiring to disclose certain confidential information to the other to achieve certain common objectives of the parties, hereby agree as follows:

1. IHP will disclose to PARTNER: **Characteristics of Processed HfO₂ based 1T-1R Devices** ("IHP Proprietary Information").

PARTNER will disclose to IHP: **Simulation of HfO₂ based 1T-1R Devices** ("PARTNER Proprietary Information").

The IHP Proprietary Information and the PARTNER Proprietary Information are herein collectively called "Proprietary Information".

2. Proprietary Information provided in tangible form shall be clearly marked as proprietary. Proprietary Information provided orally will be considered proprietary if the disclosing party says it is proprietary at the time of oral disclosure and summarizes it in a proprietary writing delivered to the receiving party within 20 days of the oral disclosure.
3. Each party shall a) hold the other party's Proprietary Information in strict confidence using the same standard of care as it normally exercises to protect its own Proprietary Information, but, in any case, not less than a reasonable standard of care; b) restrict disclosure and use of information to employees, contractors, and consultants to whom such Information must be divulged to accomplish the purpose of this Agreement and not to any other persons, provided that a party may disclose Proprietary Information only to contractors and consultants who agree in writing, prior to any such disclosure, to be bound by the provisions hereof; c) advise its employees to whom any disclosure of Proprietary Information is to be made that they are bound by such party's obligations hereunder; d) not copy, duplicate, reverse engineer, or decompile the other party's Proprietary

Information; and e) be obligated to enforce the terms of this Agreement as to any person to whom such person discloses the other party's Proprietary Information and to take such action, legal or otherwise, to the extent necessary to cause such persons to comply with the terms and conditions of this Agreement.

4. PARTNER will use the IHP Proprietary Information solely for the purpose of **simulation of HfO₂ based 1T-1R devices**. IHP will use the PARTNER Proprietary Information solely for the purpose of **HfO₂ based 1T-1R processing**. Neither party shall sell, transfer, or otherwise make available to any other person the other party's Proprietary Information without the other party's consent, or use the other party's Proprietary Information for any other purpose or in any way detrimental to that other party (it being acknowledged that any use other than one permitted herein will be deemed detrimental).
5. Proprietary Information will not include (a) information that is already in the public domain when first received, or thereafter enters the public domain through no fault of the receiving party; (b) information that was in the receiving party's lawful possession without confidentiality restrictions before it was disclosed to the receiving party by the disclosing party; (c) information that the receiving party obtains from a third party on an unrestricted basis without breach of this Agreement or breach of any other obligation of confidentiality by the receiving party or the third party; or (d) information independently developed by the receiving party without any use of or reference to Proprietary Information.
6. Upon request, each party will return all Proprietary Information of the other or, at the other party's request, destroy it and certify such destruction in writing.
7. Neither this Agreement nor the disclosure of Proprietary Information hereunder shall be construed as a) granting rights by license or otherwise in any such Information, b) creating warranties or representations of any kind, c) creating a commitment as to any product, d) soliciting any business or incurring any obligation not specified herein, or e) prohibiting either party from proceeding independently to develop services or products competitive with those involved herein and/or associating themselves with competitors of the other party for purposes substantially similar to those involved herein.
8. Neither party shall have the right to assign this Agreement without the prior written consent of the other, and any such purported assignment shall be void and ineffective.

by: Astro-Photonics Group Chief Engineering Officer
Dr. Massinisa Hadjara



Acknowledged as read and understood

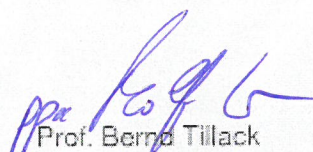


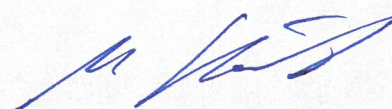
Dr. Enrique Manuel Moreno Perez
Assistant professor at Department of Electronics (Astro-Photonic Group)
University of Chile
Place: Santiago de Chile (Chile)
Date: 6th of March 2019

DOC. CONTROL REGISTRATION NUMBER: _____ (filled in by IHP)
(Use registration code as password for accessing technical information)

9. The obligation to protect the confidentiality of Proprietary Information shall survive for three years from the date(s) of disclosure of such Information. This Agreement itself shall remain in force as from the date first written above and shall remain in force for a period of three years.
10. This Agreement supersedes any prior oral or written understandings and constitutes the entire agreement between the parties with respect to its subject matter; any modification, amendment or waiver shall be effective only in writing.
11. All disputes arising out of or in connection with this Agreement shall be finally settled by mutual agreement between the Parties. If the Parties are not able to reach an agreement or any question in dispute or on a model of settlement other than arbitration each Party shall have the right to request arbitration in accordance with the United Nations Convention on International Sale of Goods. The dispute shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules.
12. The parties have caused this document to be executed as of the date first written above.

IHP GmbH
Innovations for High Performance Microelectronics/
Leibniz-Institut für innovative Mikroelektronik


Prof. Bernd Tillack
Scientific Director 08.05.19


Manfred Stöcker
Administrative Director

Date: 6th of March 2019