



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The European Machine Vision Association - EMVA, has directed the EMVA General Secretary to act on its behalf to prepare an EMVA Machine Vision (MV) Market Report (the "Report"). The Report is conducted quarterly to gauge the performance of the European MV market and enhance the public image of the machine vision industry. To conduct the Report, it is necessary to acquire company specific information by means of questionnaires. Information obtained in this manner from all participants is compiled and appears within the Report only on a high level of aggregation, from which the identities of individual companies cannot be discerned.

The purpose of this Agreement is to provide protection of the confidentiality of such information submitted by the participating Company.

1. Definition of Confidential Information

"Confidential Information" as used in this Agreement shall mean information submitted by companies as responses to EMVA market research questionnaires prepared by the EMVA General Secretary.

2. Nondisclosure and Nonuse Obligation

- (a) EMVA will not disseminate or in any way disclose confidential information obtained from questionnaires completed by the submitting Company to any third party.
- (b) EMVA ensures that use of this confidential information of the submitting Company will be restricted to the preparation of a MV Sales Report and will not be used for any other purpose whatsoever at any time.
- (c) EMVA ensures that confidential data obtained from surveys completed by the submitting Company will be aggregated with comparable data from other submitting companies and that only aggregated data will appear in the EMVA Report.
- (d) EMVA ensures that access to this confidential information of the submitting Company will be restricted to the EMVA General Secretary.
- (e) EMVA ensures that the questionnaire submitted by the Company to the EMVA General Secretary will be
 - (i) maintained under lock and key by the EMVA General Secretary and
 - (ii) subject to password protection once recorded in a computer data file.
- (f) EMVA General Secretary pledges to forgo all access to, and is prohibited from copying, data obtained from the submitting Company, upon the departure of the same from the employ of the EMVA.

3. Exclusions from Nondisclosure and Nonuse Obligations

EMVA's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligation") does not extend to information obtained from the public domain or developed in the absence of information sought but not obtained by means of questionnaires.

AGREED AND ACCEPTED BY:

Date:

August 20, 2013

Signature:

Toni Ventura EMVA President

Thomas Lübkemeier EMVA General Secretary

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