

# ZERO POINT

MANUFACTURING

**THIS MUTUAL NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) is entered into as of the date specified on the signature page of this Agreement (the “**Effective Date**”), by and between Zero Point Manufacturing Inc., a Pennsylvania company, with offices at 103 McFann Rd. Valencia, PA 16059, USA; and the entity specified on the signature page of this Agreement. In connection with discussions regarding a potential business relationship (the “**Discussions**”) between the parties, the parties propose to provide to each other certain confidential and proprietary information. Each party may both disclose information hereunder (i.e., be a “**Discloser**”) and receive information hereunder (i.e., be a “**Recipient**”).

**IT IS THEREFORE AGREED** as follows:

1. “**Confidential Information**” means confidential and proprietary information disclosed by or on behalf of Discloser to Recipient during the Term, except for information that:
  - a. is otherwise known by Recipient free of any obligation to keep it confidential;
  - b. has been independently derived by Recipient without reference to the information disclosed hereunder; or
  - c. is in the public domain, other than as a result of Recipient’s breach of this Agreement.

It is understood and agreed that Confidential Information (such as specific technical specifications, operating parameters, business plans, etc.) shall not be deemed in the public domain, or in the possession of Recipient merely because such Confidential Information is embraced by more general information (i.e., disclosures that do not detail specifications, parameters, or business plans).

2. **Confidentiality Obligations**

Recipient will maintain as confidential all Confidential Information; not disclose the Confidential Information except to its personnel as appropriate for the Discussions; and use the Confidential Information only for the Discussions. Recipient agrees that it will not, directly or indirectly, exploit for its own commercial gain in competition with Discloser any Confidential Information obtained from Discloser.

## 2.1 Exceptions

The foregoing obligations shall not apply to any Confidential Information which Recipient shows is:

- a. required by law, regulation, or a valid order of a court or other governmental body to be disclosed, but only as required by such law, regulation or order, and only if Recipient notifies Discloser of the requirement and takes reasonable steps to seek an appropriate protective order or otherwise obtain confidential treatment of such information; or
- b. disclosed with the written permission of Discloser.

## 2.2 Confidentiality Measures

In order to maintain the confidentiality attaching to the Confidential Information, Recipient shall:

- a. exercise a reasonable level of care to safeguard the Confidential Information, but in any event not less than the care it would exercise to safeguard its own information of a similar nature;
- b. ensure that each person to whom the Confidential Information has been disclosed is aware of the confidential nature of the Confidential Information and their obligations with respect thereto;
- c. at the request of Discloser, obtain a written statement from each person having access to the Confidential Information agreeing to maintain the same in confidence, and shall enforce such

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- obligations (For clarity, a non-disclosure agreement, that is at least as restrictive as this Agreement, between Recipient and such person will be sufficient for this purpose);
- d. on request of Discloser, return or destroy (at Discloser's option) all Confidential Information in its possession, custody or control, and return or destroy (at Recipient's option) all, extracts, analyses, notes or copies thereof; and
  - e. on request of Discloser, confirm in a writing signed by an officer that it has destroyed or returned all copies, notes, or other records of Confidential Information.

For clarity, it is understood that each party, as Recipient, may securely retain electronic copies of Confidential Information (i) on mail servers, backup servers, or the like; and (ii) for legal and compliance purposes, provided that any such Confidential Information so retained shall remain subject to the obligations in Section 2 of this Agreement until such time as such information no longer meets the definition of Confidential Information, notwithstanding any expiration or termination of this Agreement.

### 3. **No License**

Nothing in this Agreement shall be construed as granting any license beyond that required for the Discussions.

### 4. **No Warranty**

No warranties of any sort are made regarding the Confidential Information. Discloser disclaims all warranties, express or implied, regarding the Confidential Information, and Recipient accepts and relies upon the Confidential Information at its own risk.

### 5. **Ownership**

5.1 Title to the Confidential Information shall be and remain with Discloser.

5.2 Recipient shall not remove any proprietary legend from any form of the Confidential Information.

### 6. **Export Controls**

Recipient acknowledges that the U.S. government and other governments imposes controls over the export and disclosure of technical data and agrees that no such technical data received from Discloser (nor the direct product thereof) pursuant to this Agreement will be disclosed or exported, directly or indirectly, to any person, entity, or country to which export or disclosure of technical data is prohibited or restricted under any applicable laws, without complying with such restrictions.

### 7. **Injunctive Relief and Costs of Enforcement**

Recipient acknowledges that any breach of this Agreement would cause irreparable harm to Discloser, therefore, Discloser will be entitled to injunctive relief to enforce this Agreement. The prevailing party shall be entitled to recover its costs and reasonable expenses (including reasonable attorneys' fees) in any suit to enforce this Agreement.

### 8. **Governing Law and Venue**

This Agreement shall be governed by the laws of Commonwealth of Pennsylvania. The parties hereby irrevocably consent to the jurisdiction of the courts serving Pennsylvania, USA for the interpretation of this Agreement and for the resolution of all disputes hereunder.

### 9. **Term and Survival**

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9.1 This term of this Agreement shall extend from the Effective Date and continue until: (i) terminated by either party upon thirty (30) days' notice to the other party; or (ii) the date three (3) years after the Effective Date; whichever is earlier (such period, the "Term")

9.2 The confidentiality obligations with respect to Confidential Information disclosed here under shall survive any termination or expiration of this Agreement and continue until the date three (3) years after the Effective Date, provided that any trade secrets disclosed here under shall remain subject to confidentiality obligations here under until such time as it no longer meets the applicable legal definition of a trade secret.

## 10. General Provisions

10.1 This Agreement may only be varied or modified by written agreement between the parties.

10.2 This Agreement may not be assigned without the prior written consent of both parties, but shall inure to the benefit of and be binding upon the parties' successors.

10.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.4 This Agreement constitutes the entire understanding between the parties and supersedes all prior understandings of the parties relating to Confidential Information disclosed during the Discussions.

10.5 By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, the delivering party represents to the other party that the delivering party has not made any changes to such document from the draft most-recently provided to the delivering party by the other party unless the delivering party has expressly called such changes to the other party's attention in writing (e.g., by "redlining" the document or by a comment memo or email).

**WHEREFORE**, the parties have caused their authorized representatives to execute this Agreement on the date(s) set forth below:

Business: Business:  
Zero Point Manufacturing Inc.  
103 McFann Rd. Valencia, PA 16059

Name: Gregory Donatelli Name:

Signed: Signed:

Title: Owner Title:

Effective Date: