

Mutual Confidentiality Agreement

This is an agreement between NEI Corporation (“NEI”), which has an office at 400 Apgar Drive, Suite E, Somerset, NJ 08873, and _____ (“_____”), which has an office at _____ . This agreement is effective as of the date it has been executed by the second party to do so, as shown below (“Effective Date”); and it will govern the transmittal and receipt by the parties of certain proprietary subject matter, embodied as information in any medium (“*Information*”), for the purpose and according to the provisions set forth below.

1. Each party is a discloser (a “Discloser”) and/or a recipient (a “Recipient”) of *Information*.
2. The subject matter protected under this agreement, whether transmitted by Discloser or arising otherwise through activities in pursuit of the Purpose, includes:
 - (a) *Information* transmitted by “_____” and “NEI” concerning _____;
 - (b) the fact that the parties’ interactions involve the subject matter of this agreement.
 - (c) information shall also include all formulae, data, documents, drawings, models, product samples and prototypes, business information including markets and customer names, projections and records and other materials, written or electronic relating to either party hereto that is furnished to the other party and identified in writing as being "confidential" or a similar legend, by the discloser.
 - (d) *Samples* provided hereunder, and information obtained from the samples by the receiving party shall be deemed to be *Information* subject to this Agreement. The receiving party shall not, without the prior written consent of the party providing the samples, chemically or structurally analyze, disassemble, sell, show or give the samples, or the evaluation results, to any third party (including the U.S. patent office) during the period specified in Article 7 (December 31, 2015). The samples shall be returned or disposed of as specified by the party providing them.
3. The purpose of transmitting *Information and Samples* (the “Purpose”) is to facilitate technical and business interaction between “_____” and “NEI” on the subject of _____.
4. All technology developed by a Recipient that could not have been developed without access to the Discloser’s *Information* will be subject to the same obligations of confidentiality and limited use as *Information* transmitted by the Discloser to the Recipient. The Recipient will not assert any rights in such developed technology against the Discloser or any party claiming by, through or under the Discloser.
5. Except to the extent expressly authorized or instructed to the contrary by Discloser in writing, Recipient will:
 - (a) maintain Discloser’s *Information* in confidence and prevent the divulgation thereof in any public manner, including to any U.S. or international patent office, using at least the same degree of care as Recipient uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care;
 - (b) use Discloser’s *Information* exclusively for the Purpose and not for the Recipient’s benefit or that of any third party; and
 - (c) promptly upon the earlier of Discloser’s request or completion of the project, (i) return to Discloser all of Discloser’s *Information*, and (ii) destroy all materials into which *Information* has been incorporated, and give written confirmation to Discloser that it has done so.
6. Recipient will transmit Discloser’s *Information* to only those of its employees or contractors who have a need to receive it, who have been advised that the *Information* is protected by this agreement, and who

are subject to a written obligation to discharge all of Recipient's covenants and duties under this agreement with respect to the *Information*.

7. This agreement will expire on December 31, 2010, but Recipient's obligations of confidentiality and restricted use will survive such expiration and remain in effect until December 31, 2015.

8. *Information* transmitted by Discloser, to be protected under this agreement, must either: (a) be disclosed in writing or other tangible form and clearly identified at the time of disclosure as Discloser's confidential information; or (b) (i) be disclosed initially in non-tangible form but identified by Discloser as confidential at the time of disclosure, and (ii) within thirty (30) days after the initial disclosure, be summarized in writing or other tangible form, designated as Discloser's confidential information and delivered to Recipient. Any of Discloser's *Information* transmitted to Recipient by a third party on behalf of Discloser will be subject to the provisions of this agreement to the same extent as if received by Recipient directly from Discloser.

9. Recipient's obligations hereunder of confidentiality and limited use do not apply to any of Discloser's *Information* or that:

- (a) was in Recipient's possession before receipt from Discloser, as shown by written records;
- (b) is, or through no fault of Recipient becomes, a matter of public knowledge;
- (c) is rightfully received by Recipient from a third party without an obligation of confidence;
- (d) is independently developed by Recipient before becoming aware of any of Discloser's *Information*, as shown by written records; or
- (e) is disclosed under requirement of law, governmental regulation or court order, provided that Recipient gives Discloser notice in advance of the disclosure being required, and gives Discloser reasonable cooperation in any effort by Discloser to preserve the confidentiality of the *Information*.

10. This agreement does not constitute an offer to sell *Information*, or any product that embodies same. Discloser does not hereby transfer any rights in its *Information*, or under any intellectual property rights owned by Discloser. By the transmittal of *Information*, Discloser makes no representation, warranty, assurance or inducement, express or implied, as to the right to use same, or as to the fitness, adequacy, completeness or freedom from defect thereof. By the transmittal of *Information*, Discloser does not waive the right to continue, modify or discontinue its product offerings or other commercial activity in any manner it chooses. This agreement does not obligate either party to enter into any further relationship with the other.

11. This agreement is the complete and exclusive statement of the understanding between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous communications. It may be amended only by a document signed by both parties.

Executed by each party's duly-authorized representative as follows:

_____	NEI Corporation, Somerset, NJ, USA
By _____	By _____
Name:	Name: Dr. Ganesh Skandan
Title:	Title: CEO
Date:	Date: