

Mutual Confidentiality Agreement

This is an agreement between NEI Corporation (“NEI”), a company registered in the United States under the laws of the State of New Jersey, which has an office at 400E Apgar Drive – Somerset, NJ 08873, and _____ (“PARTY”), a company incorporated under the laws of _____, having its principal place of business 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.
 - (a) *Information* transmitted by “PARTY” and “NEI”
 - (b) the fact that the parties’ interactions involve the subject matter of this agreement.
 - (c) *Information* shall also include all formulae, product samples and prototypes, 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) *Information* shall also include business financial information, business plans, agreement term sheets (including all drafts), 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.
 - (e) *Samples and Materials* provided hereunder are *Information* irrespective of any payment by either party, 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, or sell. The samples shall be returned or disposed of as specified by the party providing them.
3. Except as expressly set forth in this Agreement, any disclosure under this Agreement is made without any right or license to utilize or to practice any of the intellectual property of the disclosing party, including information, improvements, developments, inventions, patents, trade secrets and know-how, or to copy, reproduce or make derivative works under any of the patents, know-how or copyrights of the disclosing party.
4. The purpose of transmitting *Information* (the “Purpose”) is to enable a business relationship between “PARTY” and “NEI”.

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5. All technology developed by a Recipient which was proven that it 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.
6. 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 divulgence 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.
7. 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*.
8. This agreement will expire on December 31, 2024, but Recipient's obligations of confidentiality and restricted use will survive such expiration and remain in effect until December 31, 2028.
9. The parties further acknowledge and agree that all information disclosed by the Disclosing Party to the Receiving Party hereunder (including, without limitation, all information disclosed prior to the date of this Agreement) and all other information to which the Receiving Party may have access by virtue of any such disclosure shall be presumed by the parties to be the Disclosing Party's Confidential Information except for any particular item with respect to which the Disclosing Party specifically indicates need not be treated as confidential.
10. 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;

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- (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*.

11. 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.

12. Return of Confidential Material: Upon termination of Services for any reason whatsoever and in any event upon the request of either party at any time, the Recipient will, promptly upon request by the Disclosing Party, deliver to such Disclosing Party all of its Confidential Material furnished to such Recipient which is in written or electronically-readable form, including all copies or extracts thereof or based thereon in its possession or in the possession of any of its Representatives, provided, however, that nothing herein will prohibit either PARTY or NEI from maintaining copies of Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or accreditation bodies

13. 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:

(company)

NEI Corporation – Somerset, NJ (USA)

(company)

Signed by: _____
Name: _____
Title: _____
Date: _____

Signed by: _____
Name: Dr. Ganesh Skandan
Title: CEO
Date: _____