

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of the last date signed below (“Effective Date”) between Johnson Medtech, LLC (“**Johnson Medtech**”) and other party identified on the signature page (“**Company**”) (each a “party” and collectively, “parties”), each party on behalf of itself and its Affiliates. Johnson Medtech and Company are each a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement.

The parties hereby agree as follows:

- Under this Agreement, the following capitalized terms shall be defined as follows:
“Confidential Information” means any and all information consistent with the Purpose described below that is (i) disclosed under this Agreement in oral, written, graphic, electronic, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by Discloser to Recipient. Any product samples provided by Discloser to Recipient are considered as Confidential Information. Confidential Information that is disclosed orally shall be identified as confidential at time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document shall contain a summary of the Confidential Information and shall be labeled or marked as confidential or its equivalent. **CONFIDENTIAL INFORMATION IS DISCLOSED FOR EVALUATION ONLY.**
The parties intend to disclose information relating to evaluation of the parties’ capabilities with a view to entering into a commercial relationship with respect to the potential purchase and supply of adhesives for medical sensor applications (the “Purpose”).
“Affiliates” means a corporation or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a party (“control” means ownership of more than fifty (50%) of the voting stock of the entity or, in the case of a non-corporate entity, an equivalent interest).
- The parties agree that during the term of this Agreement and for a period of five (5) years from the expiration or termination of this Agreement, Recipient shall: (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who have a need to know the Confidential Information and who are bound by confidentiality terms no less strict than those in this Agreement; (iii) only use Confidential Information for the Purpose; (iv) not reverse engineer, de-compile or disassemble any Confidential Information; (v) use the same degree of care as for its own information of like importance, but at least reasonable degree of care, in safeguarding against disclosure of Confidential Information; and (vi) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
- Without the express prior consent of the Discloser, the recording of telephone or video conferences in whole or in part (even if only temporarily) is strictly prohibited. The same applies for taking screenshots.
- Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient without confidentiality restrictions prior to such disclosure; (v) is independently developed by Recipient without the use of or reference to Discloser’s Confidential Information; or (vi) is required to be disclosed by a valid court order provided that Recipient has first given Discloser reasonable written notice of such requirement and fully cooperates with Discloser in seeking confidential treatment for any such disclosure.
- Both parties agree that all Confidential Information disclosed hereunder shall remain the property of the Discloser and shall not be copied or reproduced without the express written permission of the Discloser, except for such copies as may be absolutely necessary in order to perform the evaluation contemplated hereunder. Upon expiration or termination of this Agreement, or within ten (10) days of receipt of Discloser’s written request, Recipient shall return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one archival copy of the Confidential Information which it may use only in case of a dispute concerning this Agreement. No title, license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. **ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED ON AN “AS-IS” BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.**

6. Recipient acknowledges and agrees that due to the unique nature of Discloser's Confidential Information, there may be no adequate remedy at law for any breach of its obligations. Recipient further acknowledges that any such breach may allow Recipient or third parties to unfairly compete with Discloser resulting in irreparable harm to Discloser and, therefore, that upon any such breach or any threat thereof, Discloser shall be entitled to seek appropriate injunctive or equitable relief in addition to whatever remedies it may have at law. All remedies shall be cumulative and not alternative or exclusive. Recipient shall notify Discloser in writing immediately upon the occurrence of any such unauthorized release or other breach.
7. Discloser understands that Recipient may currently or in the future be developing information internally or receiving information from other parties that may be similar to Discloser's Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that Recipient will not develop products, or have products developed for it, or receive information that, without violation of this Agreement, compete with the products or systems contemplated by the Discloser's Confidential Information. Nothing in this Agreement shall obligate either party to enter into any further agreement or transaction with other party. The parties agree that Confidential Information may be subject to export control laws and regulations. Recipient therefore agrees, with respect to Discloser's Confidential Information, to follow all applicable export laws and regulations.
8. This Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated earlier in accordance with this Agreement. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party. Recipient's obligations regarding Confidential Information as stated in paragraph 2 shall survive the expiration or termination of this Agreement.
9. This Agreement is the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. Neither party shall assign or transfer this Agreement or any rights or obligations, either in whole or in part, without prior written approval of other party. This Agreement may only be modified in writing by the parties. Any understanding between the parties beyond the Purpose of this Agreement shall be set forth in a separate written agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any choice of law provisions. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement may be executed and delivered by facsimile in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

The parties have executed this Agreement by their duly authorized representatives.

Johnson Medtech:

Company:

(Signature)

Name: Thomas Roschke, Libing Zhang, or Shane Snipe
Title:
Address: 801 Scholz Drive, Vandalia, OH 45377
Date:

(Signature)

Name:
Title:
Address:
Date: