**MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into as ofClick or tap to enter a date. between Jonal Laboratories Inc**.**  with headquarters located at 456 Center Street, P.O. Box 743, Meriden, Connecticut, 06450-3302 and **Click or tap here to enter text.**with headquarters located at **Click or tap here to enter text.** Hereafter, these organizations may be referred to as "Parties" and singularly as "Party."

RECITALS

**A.** In connection with discussions, transactions, and/or business opportunities, the Parties may disclose valuable Confidential Information (as defined below) to each other relating to their respective operations and businesses.

**B.** The parties desire to protect the confidentiality of their Proprietary Information, maintain their respective rights in, and prevent the unauthorized use and disclosure of their respective Confidential Information.

AGREEMENT

 The Parties agree as follows:

**1. Confidential Information**

Confidential Information means all information and articles disclosed by either Party to the other Party and may also include information disclosed to a disclosing Party by third parties, which, if communicated in written, tangible, or electronic form, are identified as confidential with an appropriate marking (including, without limitation, Party’s business plans, methods and practices, personnel, customers, suppliers, formulations, processes, methods, products, patent applications, and other proprietary rights, specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information), or if disclosed in visual, oral, or in other intangible form, are expressly identified as confidential at the time of disclosure shall be considered Confidential Information.

Exclusions: Confidential Information shall not however, include any information which:

1. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party.
2. becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the Receiving Party.
3. is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure.
4. isobtained by the Receiving Party from a third Party without a breach of such third Party's obligations of confidentiality.
5. is required by law to be disclosed by the Receiving Party, provided that the receiving Party gives the disclosing Party prompt written Notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

**2. Non-use and Non-disclosure**

Each Party agrees not to use any Confidential Information of the other Party for any purpose other than that stated above. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party’s employees, except those employees of the receiving Party who are required to have the information to evaluate or engage in discussions concerning the contemplated business relationship. Each Party may not disclose Confidential Information of the other to a party who competes with the disclosing party without the disclosing Party’s authorization. Neither Party shall reverse-engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the other Party’s Confidential Information, and which are provided to the receiving Party hereunder.

**3. Maintenance of Confidentiality**

The Parties each agree that Confidential Information will not be disclosed to third parties and will be treated by the Receiving Party with the same degree of care with which the Receiving Party treats and protects its own Confidentiality Information against public disclosure, but with no less than reasonable care and shall ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof prior to any disclosure of Confidential Information to such employees. The Receiving Party will not be liable if it accidentally discloses Confidential Information while exercising reasonable care, provided that, upon discovery of such disclosure, the Receiving Party attempts to retrieve the Confidential Information and reviews its practices to attempt to prevent any further accidental disclosures. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies in the same manner in which such notices were set forth in or on the original.

 4. Term and Termination

This Agreement, unless extended in writing, by mutual agreement of the Parties, shall automatically expire five (5) years after the Effective Date of this Agreement. Either Party may terminate this Agreement at any time by giving thirty (30) calendar days prior written notice to the other Party of the intention to terminate. The rights and obligations to protect Confidential Information disclosed prior to expiration or termination in accordance with the time period set forth in this Agreement shall not be affected by the expiration or termination of this Agreement. Upon expiration or termination of this Agreement, each Party will cease all use of Confidential Information received hereunder. The obligations of each receiving Party hereunder shall survive and continue until such time as all Confidential Information of the other Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party.

**5. No Obligation**

Nothing herein shall obligate either Party to proceed with any transaction between them and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

**6. Return of Materials**

All documents and other tangible objects containing or representing Confidential Information, which have been disclosed by either Party to the other Party and all copies thereof, which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request. Either Party may keep a copy of the other Parties Confidential/Proprietary Information for archival purposes only.

**7. Remedies**

The non-breaching Party may be entitled to injunctive relief for any breach or threatened breach. All other remedies available to the non-breaching Party at law or in equity are in addition to the remedies under this Agreement

**8. Disclaimer**

Neither Party makes any representation regarding the use, accuracy, or sufficiency of the Confidential Information. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR PERFORMANCE.

**9. No License or Patent Rights Granted**

Confidential Information is and remains the property of the originating Party. The receiving Party does not receive any right or license under any patents, copyrights, trade secrets, or the like of the originating Party.

**10. Independent Contractors**

The Parties are independent contractors. Each shall bear all costs and expenses it incurs in connection with this Agreement. This Agreement does not obligate either Party to enter a contract, subcontract, teaming agreement, joint venture, partnership, or other business relationship with the other Party.

**11. Indemnification**

The Parties agree to assume all liability for and agree to protect, defend, indemnity, and save the other Party harmless from any injury, death, loss, damage, claims, expenses (including reasonable attorney fees), suits, demands, judgments, and causes of action of any nature arising from or related to their performance under this Agreement.

**12. Export Control**

The receiving Party shall comply with all applicable laws and regulations concerning export control. The receiving Party must obtain written consent of the disclosing Party before submitting any request for authority to export any Confidential Information. Information that may be subject to the International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulations (EAR) of the United States of America shall not be exported, released, or disclosed to any foreign entity or foreign national inside or outside the United States without first obtaining required U.S. Government approval validated export license. A violation of the ITAR or EAR may be subject to a penalty of up to 20 years imprisonment and a fine of $1,000,000.00.

**13.Points of Contact**

The following contacts are responsible for the management and administration of this Agreement Either Party may change their contact by written notice, please sign below.

**Company**: ***JONAL LABORATORIES INC.***

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**Print Name**:

**Title:** Email: contracts@jonal.com

 And

**Company**: Click or tap here to enter text.

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:Click or tap to enter a date.

**Print Name**: Click or tap here to enter text.

**Title:** Click or tap here to enter text. Email: Click or tap here to enter text.