



MUTUAL NON - DISCLOSURE AGREEMENT

This Non - Disclosure Agreement (the “Agreement”) is made and entered into as of [REDACTED] by and between N1 Critical Technologies, Inc(Here-forth "NIC"), a Wisconsin corporation, and:
[REDACTED]

1. Purpose.

In connection with a possible business relationship between the parties relating to NIC’s business, a party (the “Disclosing Party”) may disclose or cause to be disclosed to the other party (the “Recipient”) certain information the Disclosing Party desires the Recipient to treat as confidential that would be helpful in evaluating and entering into a potential business relationship (the “Purpose”).

2. Confidential Information.

(a) “Confidential Information” means any information or data that is confidential, proprietary, or secret to a party including, but not limited to, any and all information pertaining to such party’s activities, business, or work; such as data, technology, drawings, plans, contracts, models, ideas, methods, current or projected business strategies, projected financial information, and other confidential and proprietary business, technical and management information related to such party provided by the Disclosing Party to the Recipient.

(b) Information shall only be subject to obligations of confidentiality and restrictions on use or disclosure under this Agreement if it is either (i) in writing or other tangible form marked “Confidential,” or (ii) if not in tangible form (i.e., disclosed orally or observed), then identified as confidential at the time of disclosure or observation and briefly summarized in writing marked “Confidential” and delivered to the Recipient within thirty (30) days of such disclosure or observation.

(c) The term “Confidential Information” does not include any information which (i) is generally available to and known by the public (other than as a result of its disclosure by the Recipient or any party to whom the Recipient has disclosed such information), (ii) was known to Recipient or its Representatives prior to disclosure of information by the Disclosing Party, (iii) becomes available to the Recipient from a person who is not, to the Recipient’s knowledge, otherwise bound by a confidentiality agreement or by any other obligation of secrecy with respect to the information, and is not otherwise prohibited from transmitting the information to the Recipient, or (iv) is independently developed by the Recipient or its Representatives without use of any Confidential Information.

(d) For purposes of this Agreement the term “Representative” means any director, officer, employee of the Recipient, or any attorney, agent, representative, advisor, consultant or other expert retained by the Recipient for the purpose of rendering advice regarding the possible business relationship between the parties.

3. NonUse and NonDisclosure.

(a) The Recipient agrees not to use any Confidential Information for any purpose other than for the Purpose. Recipient agrees not to disclose any Confidential Information to third parties other than Recipient’s Representatives and Affiliates. The term “Affiliate” means any parent, subsidiary or affiliate of a party and any other entity or person directly or indirectly controlling, controlled by, or under direct or indirect common control with the party. For purposes of this definition, “control” when used with respect to a person means the power to direct the management and policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

(b) In the event the Recipient or any of its Representatives are required by law or legal process (i.e., subpoena, etc.) to disclose any of the Confidential Information, it is agreed that the Recipient will provide the Disclosing Party with prompt notice of such request so that it may seek an appropriate protective order or other appropriate remedy and/or waive the Recipient’s or such Representative’s compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party grants a waiver hereunder, the Recipient or such Representative may furnish only that portion of the Confidential Information which, in the opinion of the Recipient’s counsel, the Recipient is required to disclose.

4. Maintenance of Confidential Information.

The Recipient agrees that he shall use reasonable efforts to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Recipient shall take at least those measures the Recipient takes to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. The Recipient shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

5. Return of Confidential Information.

Upon receipt of a written request from the Disclosing Party, the Recipient shall, within thirty (30) calendar days after such request, to the extent permitted by law, (i) return to the Disclosing Party or certify the destruction of all Confidential Information received by the Recipient under this Agreement which is in a tangible form, including all copies thereof in a tangible form, it being understood that such information in tangible form shall not include Confidential Information received via email or otherwise stored in electronic form other than readily removable

media such as CDs and DVDs which were supplied by the Disclosing Party or copies thereof on similar media, and (ii) use commercially reasonable means, and certify the use of such means, to delete all Confidential Information received by the Recipient or otherwise stored in electronic form, including all emails and attachments thereto, from all electronic storage devices owned or operated by the recipient. Notwithstanding the foregoing, even after such request from the Disclosing Party, the Recipient may retain one copy of Confidential Information (in electronic or paper form) for its own records, including to ascertain the scope of its obligations under this Agreement or to comply with any requirements of applicable law or regulation.

6. No Obligation.

Nothing herein shall obligate a party to enter into a business relationship with the other party. The parties agree that this Agreement is for the sole purpose of protecting the Confidential Information.

7 Term.

This Agreement shall commence as of the date first written above and continue in effect for two (2) years.

8. Choice of Law; Arbitration.

This Agreement shall be governed by the laws of the State of Wisconsin without reference to conflicts of law provisions. The parties agree that any dispute arising out of or relating to this Agreement or the breach thereof shall be finally settled by an arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Janesville, Wisconsin. The arbitrator shall not be empowered to award damages in excess of compensatory damages and each party irrevocably waives any damages in excess of compensatory damages. The parties agree that prior to the filing of any statement of claim they will confer in good faith in an attempt to resolve their dispute through direct negotiations or with the assistance of a mediator.

9. Miscellaneous.

(a) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

(b) No amendment of any provision of this Agreement shall be valid unless in writing signed by the parties.

(c) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof.

(d) This Agreement is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party. Any

purported assignment made in violation of this Agreement shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns, if permitted.

(e) Any notice hereunder shall be made in writing by email retained on a remote server, in each case to the contact information of the parties below.

(f) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means shall be accepted as originals for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

By: _____

Print: _____

Company: _____

Date: _____

By: Jeffrey D Hansing

Print: Jeff Hansing, VP of Sales

N1 Critical Technologies, Inc.

Date: _____