

NON-DISCLOSURE, NON-COMPETE, AND
NON-CIRCUMVENTION AGREEMENT

This Non-disclosure, Non-compete, and Non-circumvention Agreement (this "Agreement") is made effective as of Monday, August 14, 2023 (the "Effective Date"), by and between SurClean Inc., Address: 463 Southpoint Circle, Unit 300, Brownsburg, IN 46112, a Michigan Corporation ("SurClean"), and Company Name Address: «AddressBlock» ("Recipient"). To facilitate a potential business transaction between the parties regarding SurClean's proprietary laser coating removal technology, it may be necessary for SurClean to disclose certain Confidential Information (as defined below) to Recipient. This Agreement governs the terms and conditions of the use of such Confidential Information by Recipient.

1. CONFIDENTIAL INFORMATION

(a) The term "Confidential Information" includes all information, whether oral, written, graphic, or in machine-readable form, and which Recipient may obtain through any direct or indirect contact with SurClean. Further, "Confidential Information" includes, without limitation, software products, techniques, blueprints, product plans, product designs, product and service developments, manufacturing plans, comparative analyses of competitive products, technical plans and proposals, research and development plans, progress reports, business information, business policies, marketing strategies, pricing policies and lists, customer and user lists, procedures, improvements, concepts and ideas, designs, drawings, artwork, equipment, processes, budgets and projections, trade secrets and/or any other information, materials, data or documents, in whole or in part, now existing or later acquired or supplied by SurClean, whether or not such information, materials, data, or documents are classified by SurClean as confidential information and are marked as such or, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential information owned or created by, or proprietary to, SurClean or third parties to whom SurClean owes a duty to maintain confidentiality.

(b) The term "Confidential Information" does not include (1) matters of public knowledge that result from disclosure by SurClean, (2) information lawfully received by Recipient from a third party without a duty of confidentiality, (3) information disclosed by Recipient with the prior written consent of SurClean; (4) information that both parties agree in writing is not confidential, and (5) information, as shown by reasonably documented proof, that was developed by Recipient without having access to any of the Confidential Information.

2. PROTECTION OF CONFIDENTIAL INFORMATION

Recipient understands and acknowledges that the Confidential Information has been developed or obtained by SurClean by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of SurClean which provides SurClean with a significant competitive advantage and needs to be protected from improper disclosure or use. In consideration for the receipt by Recipient of the Confidential Information, Recipient agrees as follows:

(a) NON-DISCLOSURE

(i) *No Disclosure.* Recipient shall hold the Confidential Information in confidence and shall not disclose the Confidential Information to any person or entity, including without limitation Recipient's subsidiaries or affiliates, without the prior written consent of SurClean.

(ii) *No Copying/Modifying.* Recipient shall not copy or modify any Confidential Information without the prior written consent of SurClean.

(iii) *No Advertisement.* Recipient is prohibited from disclosing SurClean's technical or product images to any third party, or using of SurClean's technical or product images in Recipient's marketing, promotion, or websites, etc.

(iv) *Protection of Confidential Information.* Recipient shall use reasonable care to prevent disclosure or unauthorized use of the Confidential Information received from SurClean. Also, Recipient shall promptly advise SurClean if Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

(v) *Application to Employees.* Recipient may disclose the Confidential Information only to its directors, officers, employees, and financial and legal advisors who have a need to know such Confidential Information during the performance of their duties and who are contractually bound to protect the confidentiality of such Confidential Information (the "Representatives"). Recipient shall maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

(b) NON-USE & NON-COMPETE

(i) Recipient acknowledges that, as between SurClean and Recipient, the Confidential Information and all related intellectual property rights, are (and at all times shall be) the property of SurClean, even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

(ii) Recipient shall not, without written consent of SurClean, use the Confidential Information for purposes other than those agreed by parties in writing.

(iii) Recipient shall not use the Confidential Information to directly or indirectly make or sell products that are like products ordered or manufactured by SurClean or its affiliates without the prior written consent of SurClean.

(c) NON-CIRCUMVENTION

Recipient shall not:

(i) directly or indirectly initiate, solicit, negotiate, contract or enter into any related business transactions, agreements or undertakings with any third party (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) identified or introduced by SurClean; or

(ii) seek to by-pass, avoid, or circumvent SurClean from any business opportunity by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information independent of its relationship with SurClean.

3. INJUNCTIVE RELIEF AND MONETARY REMEDIES

Any financial gain made by Recipient, or any associated party, from a breach of this Agreement shall be held on trust for the benefit of SurClean and then be transferred to a nominated account of SurClean. In addition, SurClean is entitled to the following remedies:

(a) *Injunctive Relief.* If Recipient has disclosed, used, or circumvented (or has threatened to disclose, use, or circumvent) Confidential Information in violation of any provision of this Agreement, SurClean shall be entitled to an injunction to prohibit Recipient from violating any provision of this Agreement in whole or in part.

(b) *Monetary Damages.* In addition to injunctive relief, SurClean shall also be entitled to monetary damages to be fully compensated.

4. RETURN OF CONFIDENTIAL INFORMATION

Upon the written request of SurClean, Recipient shall return to SurClean all written materials containing Confidential Information. Recipient shall also deliver to SurClean written statements signed by Recipient certifying that all materials have been returned within ten (10) days of receipt of the request.

5. INDEMNITY

Recipient agrees to defend, indemnify, and hold harmless SurClean and its members, managers, shareholders, officers, directors, agents, affiliates, distributors, representatives, and employees from all claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the Recipient's material breach of any duty, representation, or warranty under this Agreement.

6. TERM

Upon Recipient's request, SurClean has the sole discretion, based on the status of the party's business relationship, to terminate this Agreement in writing. Even after this Agreement has been terminated, Recipient shall continue to be bound by its obligations under this Agreement until the Confidential Information ceases to be confidential as contemplated under Clause 1(b) of this Agreement.

7. GENERAL PROVISIONS

(a) *Amendment.* This Agreement sets forth the entire understanding of the parties regarding its subject matter. Any amendments must be in writing and signed by both parties.

(b) *Assignment and Delegation.* Recipient may not assign its rights or delegate its duties under this Agreement without the prior written consent of SurClean.

(c) *No Other Rights.* No license or transfer of intellectual property rights in any Confidential Information or otherwise are granted hereunder, either expressly or by implication, estoppel or otherwise.

(d) *No Agency.* This Agreement does not create any agency or partnership relationship between the parties.

(e) *Severability.* The provisions of this Agreement shall always remain in full force and effect in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

(f) *Governing Law.* This Agreement shall be construed according to the laws of the United States of America and the State of Indiana.

(g) *Attorney fees.* In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

(h) *Counterparts.* This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent required by applicable law, an executed original of this Agreement is not valid unless a company chop has been affixed to it.

8. ARBITRATION CLAUSE

(a) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Hendricks County Indiana, USA. The language of the arbitration shall be English. The arbitrator shall issue written findings of fact and conclusions of law. Each party shall bear equally the costs and expenses of arbitration, and each party shall bear its own costs and expenses. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. Judgment on the Arbitration award may be entered in any court of competent jurisdiction.

(b) Nothing in this Arbitration Agreement shall prevent SurClean from applying to any court of competent jurisdiction for purposes of seeking any preliminary or injunctive remedies available under applicable laws for any purpose.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this agreement the day and year first above written.

SurClean Inc.

Recipient:

Susan Sprentall, President and CEO

Name and Title: _____