



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“Agreement”) is entered into by SurClean Inc, a Michigan C Corporation, with its offices at 463 Southpoint Circle Unit 300 Brownsburg IN, USA (“SurClean”) and _____ (“_____”) a _____, located in _____ effective as of the ____ day of _____ 2023.

BACKGROUND

The Agreement is being entered into to facilitate the exchange of certain information in connection with discussion related to the parties’ businesses, and for the purpose of determining whether the parties desire to enter a mutually agreeable business transaction.

In consideration of a party, its affiliates or agents (“Discloser”) providing Confidential Information to another party (“Recipient”), and other valuable consideration, the parties agree as follows:

1. Definition of Confidential Information. “Confidential Information” means any proprietary information, including, without limitation, intellectual property, technical drawings, product specifications, data, know how, formula, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions, computer software and programs (including object code and source code), plans, financial data, customer lists, market data, pricing, trade secrets or know-how related thereto; provided, that information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or by its officers, directors, employees, agents, consultants, accountants, counsel or other representatives (“Representatives”) in breach of this Agreement, or (ii) was within the Recipient’s possession prior to its being furnished to the Recipient by or on behalf of Discloser or its Representatives or becomes available to the Recipient on a non-confidential basis from a source other than Discloser (including predecessors) or any of its agents, shall not be considered Confidential Information. The term “Confidential Information” includes any modifications or derivatives prepared by the Recipient or its Representatives that contain or are based upon Confidential Information disclosed by Discloser or its Representatives, including analysis, reports or summaries of that information.

2. Consideration. But for the possible business relationship, Discloser would not disclose its Confidential Information to Recipient, and in consideration of entering into the proposed business relationship with Discloser, which each party is not bound or obligated to do, the parties agree to honor and be bound by this Agreement.

3. Limitations on Use. Confidential Information must be used by the Recipient or its Representatives only in connection with analysis of the discussions concerning the Purpose. The Recipient or its Representatives must not use Confidential Information at any time, in any fashion, form or manner, for any other purpose. Recipient agrees to be responsible for enforcing this Agreement as to Recipient’s Representatives and to take such action at its expense, legal or otherwise, to the extent necessary to cause such Recipient’s Representatives to comply with this Agreement and thereby prevent any disclosure or use of the Confidential Information except as permitted by this Agreement. In any event, Recipient agrees that it shall be responsible for any breach by its Representatives of the confidentiality provisions of this Agreement.

4. Limitations on Disclosure. The Recipient will use the same measures to protect the confidentiality of the Confidential Information that it uses to protect the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Recipient will take (and will cause its Representatives to take) any steps required to avoid inadvertent disclosure of Confidential Information in the Recipient's or its Representative's possession.

5. Access to the Confidential Information. Access to the Confidential Information must be restricted to Representatives of either party engaged in the analysis and discussions concerning the Purpose. The Recipient will furnish access to the Confidential Information to its Representatives solely on a need-to-know basis. Prior to providing Confidential Information to any third party, the Recipient shall obtain said third party's written agreement to comply with the confidentiality obligations contained in this Agreement.

6. Ownership of Confidential Information; No Licenses. Confidential Information disclosed by Discloser or its Representatives to the Recipient or its Representatives will at all times remain the property of Discloser. No license under any trade secrets, copyrights, patents or other proprietary rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

7. Copies of Confidential Information. Confidential Information must not be copied or reproduced by the Recipient or its Representatives without Discloser's prior written approval; provided, however, that copies may be made and supplied to the Recipient's accountants and counsel for purposes of review without such prior written consent.

8. Return of Confidential Information. All Confidential Information made available under this Agreement, including copies of Confidential Information, must be returned to Discloser upon the termination of discussions concerning the Purpose between the parties, or, if earlier, upon the request by Discloser. Any materials, including electronic mail or electronic documents, prepared by the Recipient or its Representatives which include any Confidential Information of Discloser, including summaries or extracts thereof, must be destroyed, and written certification of such destruction provided to Discloser. Recipient, however, will have no obligation to retrieve and destroy Confidential Information stored and retained on its or its Representatives' back-up data storage systems and tapes as part of their respective ordinary course procedures or as required by law. In addition, Recipient may retain one copy of Confidential Information with its legal counsel for archival or compliance purposes. However, any such retained Confidential Information is retained in confidence in accordance with the terms hereof.

9. Exceptions. Nothing in this Agreement will prohibit or limit the Recipient's use of information (a) known to the Recipient prior to disclosure by Discloser, (b) that is independently developed by the Recipient, without reference to the Confidential Information, or (c) that is or becomes publicly available through no breach of this Agreement by the Recipient.

10. Binding Agreement. This Agreement is and will be binding upon the parties and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns.

11. Governing Law and Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana, excluding provisions regarding choice of law and conflict of law. Each of the parties to this Agreement irrevocably agrees that the courts of the State of Indiana shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity, and, for these purposes, each party irrevocably submits to the jurisdiction of the State of Michigan.

12. Equitable Remedies. The Recipient recognizes and acknowledges that serious injury could result to Discloser and its business if the Recipient breaches its obligations under this Agreement. Therefore, the Recipient agrees that Discloser will be entitled to a restraining order, injunction or other equitable relief if the Recipient breaches its obligations under this Agreement, in addition to any other remedies and damages that would be available at law or equity, including Discloser's reasonable attorneys' fees and litigation costs.

13. Compelled Disclosures. If Recipient or any of its Representatives becomes legally compelled (whether by law, rule, regulation, subpoena or similar court or other lawful process) to disclose Confidential Information, Recipient will promptly notify Discloser, if Recipient is legally allowed to do so, so that Discloser may (but it need not) seek a protective order or other appropriate remedy, with Recipient's cooperation, or waive compliance with the provisions of this Agreement. In any event, Recipient and its Representatives will furnish only that portion of the Confidential Information which, based on advice of legal counsel, it believes is legally required and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to such Confidential Information. If requested by Discloser, the Recipient will cooperate (at the expense of Discloser) in the defense of a demand.

14. Term; Survival of Obligations. The period for exchange of Confidential Information is for five (5) years from the effective date of this Agreement. The Period of Confidentiality, in which the Recipient will not disclose Confidential Information to any third party or use the Confidential Information for its own or any other's party's benefit, except as provided in this Agreement, shall be three (3) years from the date of expiration of the period for exchange of Confidential Information, except trade secrets which shall expire upon its entry into the public domain through no fault of the Recipient.

15. Adequacy of Confidential Information. Recipient acknowledges and understands that neither Discloser nor any of its Representatives owe any duty of care or have any liability towards Recipient in respect of the Confidential Information or takes any responsibility for, or makes any representation or warranty, express or implied, as to the accuracy or completeness of any information, statements, forecasts or projections contained in the Confidential Information or otherwise, or that any such information, statement, forecast or project remains unchanged after the date thereof.

16. No Commitment. Nothing in this Agreement will constitute a commitment by either party to develop or disclose any information or materials, including any Confidential Information, or to acquire or recommend any product, service or asset of the other party

17. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.

SurClean, Inc.

By: _____

Susan L. Sprentall
President & CEO
May _____, 2023

By: _____
Signature

Printed Name

Title

Date