

RECIPROCAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is concluded by and between _____ a company incorporated under the laws of _____; Duly represented by _____

And

Afi Technologies Inc a company incorporated under the laws of Delaware, DE, USA, and its affiliate(s) _____

Each separately a "**Party**", together the "**Parties**".

WHEREAS

- A. The Parties will start discussions in the frame of a potential partnership (hereinafter the "**Project**").
- B. The Parties wish to disclose to each other certain information in furtherance of the Project, all of which information they regard as confidential.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

- 1) This Agreement enters into force on _____ (the "**Effective Date**") and shall terminate after two (2) years therefrom, unless earlier terminated by either Party by sending a one-month prior written notice to the other Party, it being specified that obligations set forth in Sections 4 and 5 below will remain in force for five (5) years following termination or expiration. The provisions of Sections 9), 12) and 15) of this Agreement will survive the expiration or termination of this Agreement.
- 2) As used in this Agreement, "**Confidential Information**" means:
 - a) written, documentary, recorded, machine-readable, or other information in a tangible form that is received by the receiving Party from the disclosing Party, in furtherance of the Project;
 - b) information disclosed orally by the disclosing Party in furtherance of the Project, provided that such information is identified as such by the disclosing Party at the time of oral disclosure;
 - c) all information obtained by observation during a tour of or visit at the other Party's facility;
 - d) the existence of this Agreement, any information regarding the existence and contents of the Project; and
 - e) analyses, compilations, studies, tests, results, and other materials or information prepared or developed by the receiving Party or both Parties together that contain, reflect, or are otherwise generated after the Effective Date from the information described in (a), (b), (c), (d) and (e) above.
- 3) The term "Confidential Information" does not include, as evidenced by the receiving Party by written or other tangible evidence:
 - a) is already known to the receiving Party;
 - b) is or becomes publicly known through no wrongful act of the receiving Party;

- c) is rightfully and lawfully received by the receiving Party from a source other than the disclosing Party, which source is not, to the receiving Party's knowledge, bound by any obligation to keep such information confidential;
 - d) is independently developed by the receiving Party or its Affiliates;
 - e) is approved for release by prior written authorization of the disclosing Party; or
 - f) is required to be disclosed by law; provided, however, that the receiving Party shall (i) give the disclosing Party the maximum feasible prior notice of the legal requirement for disclosure, and (ii) furnish only that limited portion of the Confidential Information that is legally required to be so disclosed.
- 4) The receiving Party shall exercise the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, publication or dissemination of the Confidential Information, as it uses to protect its own confidential information of a like nature or similar importance. With respect to Confidential Information, the receiving Party shall not without the prior written approval of the disclosing Party:
- a) publish, disseminate, or disclose the Confidential Information of the disclosing Party or any knowledge derived or developed therefrom by the receiving Party to any third party; or
 - b) utilize any Confidential Information of the disclosing Party except for the Project, and in particular, shall not use or allow others to use any Confidential Information of the disclosing Party in the manufacture, lease, sale, or offering for sale, of products or in the provision of services; or
 - c) file an application or otherwise seek rights for any utility patent, design patent, utility model, copyright, trademark, or other proprietary right ("**IP Right(s)**") based upon or disclosing any Confidential Information.
- 5) In order to accomplish the Project, each Party may involve one or more of its Affiliates (as defined below) in the supply, receipt, and use of Confidential Information under the Agreement. For the purposes of this Agreement, "**Affiliate(s)**" means any entity directly or indirectly, through one or more intermediaries, controlling, or controlled by, or under common control with each Party. Each Party is responsible for its Affiliates' compliance with the terms of this Agreement. Confidential Information received from a disclosing Party's Affiliate must be treated the same as Confidential Information received from that disclosing Party.
- 6) Neither Party shall disclose to the other Party any information that it holds subject to an obligation of confidence to any third party. Each Party may disclose Confidential Information to its and its Affiliates' employees, and directors, but solely for the Project, and provided that said employees, and directors shall be bound by this Agreement, and provided further that such Party shall be liable for any breach of this Agreement by said employees and directors.
- 7) All Confidential Information received by a Party from the other Party shall remain the property of the disclosing Party. Upon termination of this Agreement, or upon written request by the disclosing Party, whichever first occurs, the receiving Party shall promptly destroy all tangible forms of Confidential Information including any and all whole or partial copies and derivations thereof in its possession or in the possession of others having rightfully received the same from the receiving Party. The obligation to destroy the Confidential Information as described above is however subject to the right of both Parties to retain for their corporate records a copy of their own work product as may be necessary to comply with their legal or regulatory obligations or internal retention policy, it being provided that they agree to keep any such Confidential Information not destroyed in strict compliance with the terms of this Agreement.

- 8) Nothing contained in this Agreement shall be construed as granting to the receiving Party a license, either express or implied, under any IP Right, now or hereafter owned, obtained, controlled, or that is or may be licensable, by the disclosing Party. The disclosure of any Confidential Information hereunder will not be considered a “publication” thereof for patent or copyright purposes, nor will it constitute release of said Confidential Information into the public domain.
- 9) Each disclosing Party represents and warrants that it has the right to make the disclosures under this Agreement. However, the disclosing Party makes no representations or warranties, express or implied, as to the accuracy, completeness, adequacy, sufficiency, or freedom from defect of any kind, including freedom from patent infringement, that may result from the use of such Confidential Information, and the disclosing Party shall incur no responsibility or obligation whatsoever relating to or resulting from the use of its Confidential Information or any errors therein or omissions therefrom. Neither Party shall be liable in damages, of whatever kind, as a result of the other party’s reliance on or use of the information provided hereunder. Furthermore, each disclosing Party disclaims any responsibility to update or correct or amend any Confidential Information provided hereunder, and neither Party shall be liable for any failure to update, amend, or make corrections thereto.
- 10) Nothing contained in this Agreement shall obligate the Parties to disclose their Confidential Information or to enter into any further agreement or negotiation with respect to the Project.
- 11) Neither this Agreement nor any interest therein may be assigned, in whole or in part, including any assignment by operation of law, by either Party without the prior written consent of the other Party.
- 12) This Agreement shall be governed by the laws of Delaware, without regard to the conflict of laws provisions thereof.
- 13) This Agreement expresses the entire agreement and understanding between the Parties with regards to the Project and shall not be modified except by a writing signed by both Parties.
- 14) The persons executing this Agreement for and on behalf of the Parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.
- 15) The receiving Party hereto agrees that the restrictions contained herein are fair and reasonable and necessary to protect the disclosing Party and its legitimate interests. The receiving Party agrees that remedies at law may be inadequate to protect against breach of this Agreement and agrees therefore that, in the event of a breach or threatened breach of this Agreement, the disclosing Party, without prejudice to any rights to judicial relief and notwithstanding Section 13 above, shall be entitled to seek equitable relief, including injunction and specific performance in any competent court, and the receiving Party shall not oppose the granting of such relief.
- 16) If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions that shall remain in full force and effect.
- 17) The Parties agree that this Agreement may be executed either in two original copies signed by both Parties or in two counterparts electronically signed by each Party, which taken together shall constitute one single agreement.

By:
Title:

Afi

By:
Title: