



Nondisclosure agreement

Effective Date: November 12, 2020

Parties:

Necsel Intellectual Property, Inc.
801 Ames Ave
Milpitas

("Necsel")

Artemis Biomedical Technologies
46090 Lake Plaza, Suite 208
Potomac Falls VA 20165

("Artemis")

Agreed terms

1. Defined terms

- (a) "Affiliate" means with respect to a party any corporation or entity that directly or indirectly controls, is controlled by, or is under common control with such party, where control is by ownership of more than 50% of the outstanding voting securities or voting ownership interests of such corporation or other entity.
- (b) "Confidential Information" means non-public, confidential or proprietary information including, without limitation, business strategies, financial information, product information, product development plans, marketing plans, financial statements, inventions, product roadmaps, customer and supplier names and strategies, product and component costs and pricing, pricing policies, know-how, technology, processes, techniques, methods, formulas, designs, drawings, data, test results, specifications and computer software, whether disclosed orally or in written or printed materials or documents, or obtained by visual observation or otherwise; provided, however, (i) that information contained in any written or printed materials or documents will not be treated as "Confidential Information" unless such materials or documents are clearly marked or labeled as "confidential" or "proprietary" or with words of similar meaning; and (ii) that information disclosed orally is confirmed in writing as being confidential within ten (10) days of the oral disclosure.
- (c) "Disclosing Party" means a party disclosing any Confidential Information, directly or through its Representatives.

- (d) "Receiving Party" means a party receiving any Confidential Information, directly or through its Representatives.
- (e) "Representatives" means directors, officers, employees, agents, subcontractors, attorneys, accountants or advisers of a party and its Affiliates.

2. Purpose and use

Confidential Information will be used only for discussing, evaluating or implementing a business opportunity, relationship or arrangement between the parties and for no other purpose.

3. Confidentiality

The Receiving Party will:

- (a) keep Confidential Information of the Disclosing Party strictly confidential and will not disclose any of the Confidential Information to any third party, other than to those of its Representatives who:
 - (i) have a need to know the Confidential Information for the purpose; and
 - (ii) are under a duty, contractual or otherwise, to maintain the confidentiality of the Confidential Information;
- (b) make only such copies of the Confidential Information necessary for the purpose and ensure that such copies will contain all confidential and proprietary rights notices and markings as contained on the originals;
- (c) be responsible for any failure of any of its Representatives to strictly observe the requirements of this agreement; and

- (d) use the same degree of care in protecting Confidential Information of the Disclosing Party against unauthorized disclosure or use as it uses in protecting its own Confidential Information, but in any event will use at least a reasonable degree of care.

4. Exclusions

The restrictions of this agreement will not apply to any Confidential Information of the Disclosing Party that:

- (a) at the time of disclosure to the Receiving Party was public information, or thereafter becomes public information without any fault on the part of the Receiving Party or its Representatives;
- (b) was already known to the Receiving Party at the time of receipt and not subject to any other contractual restriction on disclosure;
- (c) is independently developed by the Receiving Party or its Affiliates without using Confidential Information of the Disclosing Party;
- (d) is received by the Receiving Party from a third party without restrictions on disclosure and, to the knowledge and belief of the Receiving Party, without any breach of any confidentiality obligation to the Disclosing Party;
- (e) (i) is approved for disclosure by written authorization of the Disclosing Party or (ii) is disclosed by the Disclosing Party to others without restriction on disclosure; or
- (f) the Receiving Party is required to disclose pursuant to the order of any court, governmental agency or arbitrator, or pursuant to applicable law, provided that the Receiving Party provides the Disclosing Party with prompt notice of such requirement in order to allow the Disclosing Party the opportunity to seek a protective order or other appropriate relief.

5. Other projects

- (a) Each party understands that the other party may currently or in the future be developing information internally or receiving information from others that may be similar to the other party's Confidential Information.
- (b) Nothing in this agreement is a representation or requirement that a party may not, currently or in the future, independently and without use of the other party's Confidential Information, develop products,

services or plans for itself or for others that may compete with or be similar to actual or contemplated products, services or plans of the other party.

- (c) Neither party will have any obligation to limit or restrict the assignment of its personnel as a result of such personnel having had access to Confidential Information.

6. Ownership and return

- (a) All Confidential Information disclosed under this agreement will remain the property of the Disclosing Party.
- (b) Upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party all written materials, portable information systems media, or other tangible embodiments of Confidential Information of the Disclosing Party or, at the option of the Disclosing Party, will destroy it and certify to the Disclosing Party that it has been destroyed, except that (i) the Receiving Party may retain one copy for archival purposes only and (ii) the obligation to return or destroy will not apply to copies of Confidential Information contained in information systems backup media provided that the backup media is maintained in confidence and is not readily accessible to users.

7. Affiliates

Disclosure of Confidential Information to the Receiving Party by an Affiliate of the Disclosing Party will be deemed to be a disclosure by the Disclosing Party for purposes of this agreement.

8. No obligation to disclose

Neither party will have any obligation to disclose Confidential Information to the other party.

9. Warranty disclaimer

- (a) Any Confidential Information provided under this agreement is provided "as is."
- (b) Neither party warrants the accuracy of any Confidential Information or makes any other representation, warranty or condition with respect to any such Confidential Information, including, without limitation, any express or implied warranty or condition of non-infringement, merchantability or fitness for a particular use or purpose, all of which are expressly disclaimed.

10. No obligation to enter agreements and no other restrictions

Neither party will have any obligation to:

- (a) enter into any other agreement, arrangement or transaction with the other party; or
- (b) refrain from entering into any other agreement, arrangement or transaction with any other party.

11. No grant of license; no sale

- (a) Neither party grants to the other party any right or license to use, or any estoppel, forbearance or exhaustion of any rights under its Confidential Information, except for the limited use right provided in Section 2.
- (b) This agreement will not be construed as a sale, or offer to sell, of any products, technology or Confidential Information by the Disclosing Party and, as between the parties, all right, title and interest in such products, technology and Confidential Information remains with the Disclosing Party.

12. No reverse engineering

Neither party will disassemble or reverse engineer any product or decompile any software of the other party.

13. Injunctive relief

Each party will have the right to enforce this agreement against the other party by temporary restraining order, injunction, or other equitable relief, without the necessity of proving actual damages.

14. Export controls

Each party will comply with all export control laws and regulations applicable to any Confidential Information disclosed under this agreement.

15. Term

- (a) This agreement commences on the Effective Date and will continue for 5 years, at which time this agreement will expire unless extended by written agreement of the parties except that either party may terminate this agreement at any time by giving written notice of termination to the other party.
- (b) The obligations with respect to Confidential Information disclosed while this agreement is in effect

will continue for 5 years from the date of disclosure of such Confidential Information and will survive expiration or termination of this agreement.

- (c) Neither party will use any Confidential Information of the other party following the expiration or any termination of this agreement.

16. General

- (a) This agreement:
 - (i) constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes and replaces all written and oral agreements in respect thereof;
 - (ii) is governed by the laws of the State of California, USA;
 - (iii) is not assignable by either party without the prior written consent of the other party;
 - (iv) is binding on, and will inure to the benefit of, the parties and their respective successors and permitted assigns; and
 - (v) may be executed in separate counterparts and delivered by facsimile or electronically, and when so executed and delivered, will be considered as an original, and all such counterparts will together constitute one and the same instrument.
- (b) If any provision of this agreement is found to be invalid or unenforceable by law, that provision will cease to operate and will be considered severed from this agreement. All remaining provisions will continue to be valid and binding on the parties.
- (c) If this agreement is not fully executed and returned to all parties within 60 days after the date of execution by the first party to sign, then this agreement will be null and void and of no further effect.

Necsel Intellectual Property, Inc.

By: _____

Name: William Mackenzie

Title: Chairman and CEO

Date: 06/04/2020

Artemis Biomedical Technologies

By: _____

Name: _____

Title: _____

Date: _____