

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement ("**Agreement**"), dated 07/16/2020, is between SHEAUMANN LASER, INC., a company incorporated in Massachusetts, USA and having a place of business at 45 Bartlett Street, Marlborough, MA 01752, USA, and Artemis Biomedical Technologies, Inc, a Virginia Corporation having a place of business at 46090 Lake Center Plaza, Suite 208 Potomac Falls, VA 2016 (each hereinafter referred individually as a "**Party**" and collectively as "**Parties**"). In connection with the Parties' evaluation of a potential business relationship between the Parties, each Party ("**Discloser**") may disclose sensitive information to the other ("**Recipient**"). The Parties agree as follows:

1. Definition. "Proprietary Information" means, to the extent previously, presently, or subsequently disclosed by or on behalf of Discloser to Recipient, all financial, business, legal, and technical information of Discloser or any of its affiliates, suppliers, customers, and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, business, marketing, financing, and other strategies, plans, prospects, know-how, and ideas, whether tangible or intangible) that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential, and including all copies, abstracts, notes, summaries, analyses, and other derivatives thereof. Proprietary information shall not include any information that (a) was rightfully known to Recipient without restriction before receipt from Discloser, (b) is disclosed without restriction to Recipient by a third party having no fiduciary relationship with the Discloser and having no obligation of confidentiality with respect to such information, (c) is or becomes generally known to the public without violation of this Agreement by Recipient, or (d) is independently developed by Recipient or its employees without access to or reliance on such information. Discloser represents and warrants to Recipient that it is authorized to disclose any and all Proprietary Information made available to Recipient under this Agreement.

2. Restrictions. As to the Discloser's Proprietary Information, Recipient agrees (a) to use the Proprietary Information only for its consideration internally of a business relationship or transaction between the Parties, and its performance in any resulting arrangement, but not for any other purpose, (b) to maintain the Proprietary Information as confidential, and exercise reasonable precautions to prevent unauthorized access, use, or disclosure, (c) not to make copies of the Proprietary Information except as necessary to further the permitted purpose of this Agreement, (d) not to disclose the Proprietary Information to any third party other than Recipient's employees and agents who have a need to know in order to perform their duties in connection with the permitted purpose and who are obligated to or have agreed in writing to maintain the confidential nature of such Proprietary Information on terms no less restrictive than those set forth in the Agreement, (e) not to decompile, disassemble, reverse engineer, or otherwise analyze any tangible or intangible item provided to Recipient for the purposes of accessing or learning any Proprietary Information, or otherwise seek to discover its underlying source code or other composition or structure containing or reflecting Proprietary Information, and (f) not to export or reexport any Proprietary Information or product thereof in violation of US or other export control laws or regulations. The terms and conditions of any transaction or possible transaction between the Parties, the fact that disclosures, evaluations, or discussions are taking place, and the status and results thereof will also be held in confidence by both Parties and not disclosed to any third party. Each Party shall be responsible for any breach of confidentiality by its respective employees and agents.

3. Compelled Disclosures. These restrictions will not prevent either Party from complying with any law, regulation, court order, or other legal requirement that purports to compel disclosure of any Proprietary Information. Recipient will promptly notify Discloser upon learning of any such legal requirement and cooperate with Discloser in the exercise of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency.

4. No Warranties or Licenses. All Proprietary Information is provided "as is." Discloser will not be liable to Recipient for damages arising from any use of the Proprietary Information from errors, omissions, or otherwise. All of Discloser's rights in and to its Proprietary Information remain the exclusive property of Discloser. Neither this Agreement nor any disclosure of Proprietary Information hereunder (a) grants to Recipient any right or license under any copyright, patent, mask work, trade secret, or other intellectual property right, except solely for the use expressly permitted herein, (b) obligates either Party from developing, manufacturing, or marketing products or services that may be competitive with those of the other Party except insofar as this Agreement limits the use and disclosure of Proprietary Information, (c) limits

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either Party from assigning or reassigning its employees in any way, or (d) prohibits either Party from entering into any business relationship with third parties.

5. Termination; Return or Destruction of Proprietary Information. This Agreement will terminate as to the further exchange of Proprietary Information immediately upon the earlier of (a) receipt by one Party of written notice of termination from the other and (b) the third anniversary of this Agreement. The confidentiality obligations of this Agreement, as they apply to any Proprietary Information disclosed prior to termination, will survive termination for a period of five years, provided that Recipient's obligations hereunder shall survive and continue in effect thereafter with respect to any Proprietary Information that is a trade secret under applicable law for so long as that Proprietary Information remains a trade secret. Upon termination of this Agreement for any reason, or upon Discloser's request at any time, Recipient shall promptly (and in any event within twenty business days following such termination or request) return to Discloser or, at Discloser's request, destroy (and certify the destruction of) all originals and copies of Discloser's Proprietary Information and all information, records, and materials developed therefrom (including electronic copies stored on any computer, hard drive, server, backup tape, or other electronic device, provided that where it is not reasonably practicable to destroy electronic copies embedded in off-site backup systems as a result of Recipient's systematic backup, disaster recovery, or business continuity procedures, retention of such electronic copies by Recipient shall not be deemed a breach of this Agreement to the extent that such electronic copies (i) are not readily accessible by Recipient's personnel in the ordinary course of business and (ii) are destroyed upon the normal expiration of Recipient's backup files)). Recipient shall continue to be bound by the obligations set forth in the Agreement with respect to any of Discloser's Proprietary Information retained in accordance with this Section 5.

6. Remedies. Due to the unique nature of the Proprietary Information, the Parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to Discloser, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, Discloser shall be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach without the necessity of proving actual damages or posting any bond.

7. General. This Agreement constitutes the entire agreement and supersedes all prior negotiations, understandings, or agreements (oral or written), between the Parties concerning the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument. Execution of a facsimile copy (including PDF) shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change, modification, consent, or waiver to this Agreement will be effective unless in writing and signed by the Party against which enforcement is sought. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy in this Agreement is in addition to any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, USA without regard to the conflicts of laws provisions thereof. Any notice hereunder will be effective upon receipt and shall be given in writing and delivered to the other Party at its address given herein or at such other address designated by written notice.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year first written above.

SHEAUMANN LASER, INC.

By: _____

Name: Frank Hsieh

Title: Vice President

By: _____

Name: Jeremy Grata

Title: VP of R&D

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