

MUTUAL CONFIDENTIAL
NON-DISCLOSURE AGREEMENT

between

IOLiTEC

and

- 1.1. IoLiTEC and _____ desire to review or evaluate subjects of mutual interest relating to, inter alia, the development of ionic liquids in _____ applications for the purpose of discussing a collaboration and/or commercial transaction (“the Purpose”).
- 1.2. Accordingly, each party may find it desirable or necessary to disclose Information in the form of documentation, oral presentations, prototypes, diagrams drawings or samples of material, which may be considered proprietary and confidential by each party. All disclosures will be marked Confidential and all oral disclosures will be confirmed in writing within 30 days of making the disclosure.
- 1.3. For two (2) years after the date of communication of Information, each party shall maintain in confidence Information obtained from the other under this Agreement. The receiving party shall not make any commercial or other use of Information other than for the Purpose without the prior written consent of the disclosing party.
2. Each party agrees to treat Information disclosed to it by the other with the same degree of care as it does in protecting its own confidential information, and Information shall be disclosed within the recipient company only on a need-to-know basis. For this purpose, employees of the recipient company bound by obligations of secrecy no less strict than those set out herein shall not be regarded as third parties. Furthermore, each party agrees not to undertake any analysis of samples or materials embodying such Information or permit any third party analysis thereof without the prior written consent of the other party.
- 3.1. The restrictions and obligations of non-disclosure and non-use shall not apply to Information which:
 - 3.1.1. is in the public domain at the time of disclosure by the disclosing party hereunder or which later enters the public domain through no fault of the receiving party; or
 - 3.1.2. is in the possession of the receiving party at the time of disclosure; or
 - 3.1.3. becomes available to the receiving party from a third party who is under no obligation to the disclosing party; or

- 3.1.4. is proven by documentary evidence to have been independently discovered, after the date of this Agreement, by the receiving party without the aid, application or use of Information; or
 - 3.1.5. is required by law to be disclosed. In such event, the receiving party shall notify the disclosing party of the required disclosure in advance to enable the disclosing party to have an opportunity to object to such governmental entity or court of law regarding the required disclosure. The receiving party shall use all reasonable efforts to obtain confidential treatment of such Information required to be disclosed.
- 3.2. Information shall not be deemed to be in the public domain merely because it may be derived from one or more items publicly known.
4. The receiving party undertakes that any further confidential information which may come to the knowledge of the receiving party as a result of any visits, inclusive of the form, materials and design of the various elements of any relevant plant and equipment which may be seen at such establishments as well as the plant as a whole, the methods of operation thereof and the various applications thereof, shall be kept strictly confidential, and shall be deemed to be Information which is protected by the terms of this Agreement.
5. All written, printed, or other tangible documents, samples, materials and Information submitted by one party to the other hereunder, and all copies thereof, shall be returned to the disclosing party upon request except that the receiving party may retain one (1) copy of Information (with the exception of any samples) solely for ensuring compliance with the terms contained therein.
6. Neither party makes any representation or warranty as to the accuracy or completeness of Information or as to any sample, material, item, or document embodying Information.
7. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be valid unless in writing and signed by a duly authorised officer or representative of each of the parties hereto.
8. Each party shall be an independent contractor in its performance of this Agreement and shall not be deemed, expressly or by implication, to be an agent, employee, representative, or servant of the other party for any purpose whatsoever. Neither party shall have the power to control the manner in which the other party performs its obligations under this Agreement but shall look to it only for the results achieved.
9. Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights to either party under the patents, technical information, proprietary information or know-how of the other except to the extent expressly set forth herein, or as giving rise to any obligation on the part of the parties hereto to supply or purchase any materials, compositions, or products. Termination of this Agreement for any reason shall not relieve either party of the obligations set forth in this Agreement.

10. Neither party shall disclose the existence of this Agreement, the subject matter hereof, or the fact that discussions are taking place, nor originate any publicity, news release or other public announcement, written or oral, in relation thereto, without the prior written consent of the other party.
11. This Agreement shall be governed by the laws of Germany and both parties submit to the exclusive jurisdiction of the German courts.
12. This Agreement shall become effective upon the date of the last party to sign.

AGREED TO AND ACCEPTED:

IOLiTEC

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____