

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made effective as of \_\_\_\_\_, 2019 by and between Celsee, Inc., whose address is 100 Phoenix Drive EAST, Suite 321 (3<sup>rd</sup> Floor), Ann Arbor, Michigan 48108 ("Celsee") and ENTITY/NAME whose address is \_\_\_\_\_.

Celsee and ENTITY/NAME (each a "Party" and collectively the "Parties") desire to engage in discussions regarding a possible business arrangement (the "Permitted Purpose"). During the course of such discussions (the "Provider") may disclose to the other receiving party (the "Recipient") Confidential Information, as defined below. The Parties desire to protect and limit the use of Confidential Information, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

**1. Confidential Information.** For purposes of this Agreement, "Confidential Information" means all non-public information related to the business and operations of the Provider, including but not limited to, financial information, business plans, business opportunities, agreements, customer and supplier information, and sales and marketing plans and information, and information relating to Provider's technology, products and services, including technical know-how, procedures, specifications, drawings, devices, prototypes, software, inventions (whether or not patentable), ideas, trade secrets, intellectual property, formulas, protocols, processes, methods, and compilations of data in any medium, including written, oral, electronic, tangible devices, and through visual inspection and observation. The Parties shall use reasonable efforts to label written Confidential Information as "Confidential" or "Proprietary", but failure to do so shall not be deemed a waiver of the protections of this Agreement.

**2. Exclusions.** Confidential Information shall not include information that is (a) entirely in the public domain through no fault of the Recipient, (b) previously known to the Recipient, as evidenced by its written, dated business records, (c) received lawfully from a third party not under a confidentiality obligation to the Provider, or (d) independently developed by the Recipient without access to the Confidential Information as evidenced by its written, dated business records. In addition, Confidential Information may be disclosed as required by law or court order provided that Provider is notified of such disclosure in advance so as to allow Provider to challenge such disclosure.

**3. Protection of Confidential Information.** The Recipient shall only disclose or allow access to the Confidential Information in connection with the Permitted Purpose and in carrying out such Permitted Purpose, provided that such access to Confidential Information by Recipient shall be limited to those employees, representatives and agents of Recipient who reasonably require access to the Confidential Information in carrying out the Permitted Purpose, and who are subject to written confidentiality obligations at least as protective as those provided in this Agreement. Each Recipient shall exercise the same degree of care in protecting the Confidential Information disclosed hereunder as it exercises in protecting its own confidential information, but in any event no less than a reasonable degree of care. Nothing herein shall be deemed a license to the Confidential Information and the Recipient shall not improve, adapt, modify or reverse engineer any Confidential Information or use data, ideas, materials, and information derived from the examination, evaluation, testing, analysis, and other use of the Confidential Information for any purpose except the Permitted Purpose without prior written permission of the Provider. These obligations of confidentiality under this Agreement shall continue for a period of five (5) years following the last disclosure of Confidential Information, except with respect to Confidential Information which the Provider indicates are trade secrets, in which case the obligation of confidentiality shall continue indefinitely unless one of the exclusions in Section 2 applies.

**4. Injunctive Relief.** The Recipient acknowledges that the disclosure of Confidential Information or unauthorized solicitation of the Provider's customers may give rise to irreparable injury to the Provider which injury could not be adequately compensated for in damages. Accordingly, the Provider may seek and obtain injunctive

relief against the breach or threatened breach of the terms and conditions of this Agreement, in addition to any other legal remedies which may be available to it.

**5. Disclaimers.** Nothing herein shall obligate either Party to disclose any particular information, nor shall anything herein preclude either Party from disclosing or receiving similar or identical information in confidence to/from third parties. Nothing herein shall be construed as requiring either Party to enter into any subsequent business or investment relationships. Nothing herein shall be construed as giving the receiving party the right or license to practice any intellectual property the disclosing party may own now or in the future.

**6. Return of Confidential Information.** Upon the receipt of a written demand from the Provider the Recipient shall return to the Provider, within three (3) days working as of such demand, all Confidential Information in its possession or control and all copies thereof, in whatever form, including all analyses, compilations, work product, notes or other information derived from the Confidential Information excluding one copy, which may be retained for legal/archive purposes only.

**7. Indemnification.** The Recipient shall indemnify and hold the Provider and its shareholders, directors, officers, successors, agents, employees, representatives and assigns, harmless from any liability, loss, costs, damages, expenses, and collection or judgment enforcement costs (including court costs and attorney fees) arising out of or in connection with the breach of the confidentiality or other obligations of the Recipient set forth in this Agreement.

**8. General Terms.** This Agreement constitutes the entire Agreement between the Parties and may not be modified except by a writing signed by the Parties. This Agreement may not be assigned or transferred by either Party without the express prior written consent of the other Party, and any such attempted conveyance shall be deemed null and void. This Agreement shall be binding on the successors-in-interest of each Party. This Agreement shall be governed by and construed under the laws of the State of Michigan. The Parties consent to exclusive jurisdiction for all disputes arising under this Agreement in the State or Federal courts located in Washtenaw County, Michigan.

**AGREED AND ACCEPTED:**

**CELSEE, INC.**

ENTITY/NAME

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Todd Pollard SVP Corporate Development  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name and Title)