

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between Mott Corporation and its Affiliates (as defined herein), with its principal offices located at 84 Spring Lane, Farmington, CT 06032 (hereinafter "MOTT") and \_\_\_\_\_ and its Affiliates, located at \_\_\_\_\_ (hereinafter "COMPANY").

The parties hereto wish to discuss certain products and/or technology relating to porous metal components/filters/filtration systems (in the case of MOTT) and [●] (in the case of COMPANY) (the "Subject Matter," respectively). In connection with such discussions, either of the parties may wish to disclose certain of its proprietary information related to its ideas, methods, processes, know-how, equipment, specifications, business information, technical data, and any other information relating to each Party's respective Subject Matter identified in the preceding sentence (hereinafter "Confidential Information").

To ensure that each party's interests and proprietary rights in its Confidential Information are protected and retained in trust and confidence by the other party, it is necessary that the parties enter into an agreement prior to such disclosure of Confidential Information, which agreement creates a confidential relationship and trust obligation with respect to such Confidential Information, and clearly defines the rights and obligations of the parties. COMPANY and MOTT therefore agree to the following terms and undertakings in consideration of the disclosure(s) of Confidential Information with the attendant opportunity for mutual benefit and for other good and valuable consideration.

1. Each party agrees that all Confidential Information disclosed to it by the other party in accordance with this Agreement will be held in confidence for the exclusive benefit of the disclosing party for a period of five (5) years from the date of this Agreement.
2. Each party agrees that it will exercise reasonable precautions to prevent the disclosure to others of Confidential Information received from the other party, including assurance that the Confidential Information will be disclosed to only those of its employees who have a need to know it for the purposes contemplated by this Agreement and that any of its employees to whom such Confidential Information is disclosed are subject to an obligation to retain such information in confidence.
3. The receiving party shall not use any of the disclosing party's Confidential Information except for the purpose for which it was disclosed as outlined above, or as otherwise specifically authorized and instructed by authorized personnel of the disclosing party.
4. The above obligations shall not apply to any party's Confidential Information:
  - (a) which was in the receiving party's possession prior to disclosure by the other party;

- (b) which is or becomes available to the public through no act or failure to act on the part of the receiving party;
  - (c) which the receiving party has received or hereafter receives from another party which did not receive such information directly or indirectly from the disclosing party under an obligation of confidentiality;
  - (d) which is developed by the receiving party independent of any disclosure of Confidential Information protected under this Agreement, as evidenced by appropriate documentation; or
  - (e) which, if orally or visually disclosed, is not summarized in a writing identified as "confidential" and submitted to the receiving party within thirty (30) days of such disclosure; or if disclosed in writing, is not marked "confidential."
5. At any time upon the disclosing party's request, the receiving party shall surrender to the disclosing party all documents and things which it may have received from the disclosing party, including all copies thereof, and it will destroy any documents which it may have made which describe or disclose any such Confidential Information, or delete all Confidential Information therefrom, except that one copy may be retained by the receiving party in a restricted file in its Legal department to ensure compliance herewith.
  6. The parties further agree that neither this Agreement, nor any related agreement, nor the fact that either party is working with the other on the above subject matter, shall be disclosed to any third party without the prior written consent of the non-disclosing party.
  7. The Confidential Information is and shall remain the property of the discloser, including without limitation any and all copyright, patent, trademark, and other intellectual property rights therein.
  8. Nothing in this Agreement shall be deemed to convey to the recipient any right under any patent, patent application, invention, or other property right owned by the discloser or to create any commitment of any kind by either party to enter into any further agreement with the other party.
  9. The obligations provided by this Agreement shall be binding upon, and shall inure to the benefit of each party, its successors, assigns, or other legal representatives, and the provisions of this Agreement shall control and prevail in the event that any provisions of any subsequent purchase order, order acknowledgment, or other contract or portion of a contract between the parties is in conflict herewith.
  10. Except as herein specifically provided to the contrary, neither party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such attempted assignment shall be void; provided, however, either party (or its permitted successive assignees or transferees hereunder) may assign or

transfer this Agreement as a whole without such consent to an entity that succeeds to all or substantially all of the business or assets of the assigning party.

11. The parties acknowledge and agree that a breach of this Agreement by either party may cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law may be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to a temporary restraining order and to injunctive relief against the other party to prevent any violation thereof, and to any other appropriate equitable relief.
12. The parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants, and conditions herein be binding upon and inure to the benefit of the respective parties. Accordingly, if any one or more of the terms, provisions, promises, covenants or conditions of this Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, such provision shall be as narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. To the extent this Agreement is in violation of applicable law, then the parties agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.
13. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Connecticut, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. The Superior Court of Hartford County, Connecticut and/or the United States District Court for the District of Connecticut shall have jurisdiction and venue over all disputes between the parties that are permitted to be brought in a court of law or equity.
14. As used herein, the term "Affiliates" means any corporation or legal entity controlling, controlled by, or under common control with a named party through stock ownership or other equity interest, direct or indirect.
15. Any notice, demand, offer, request or other communication required or permitted to be given by either party pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one (1) business day after being delivered by facsimile (with electronic receipt of appropriate confirmation), (iv) one (1) business day after being deposited with a nationally recognized overnight courier service or (v) four (4) days after being deposited in the U.S. mail, First Class with postage prepaid, and addressed to the attention of:

**mott** corporation

If to \_\_\_\_\_:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Mott Corporation:  
Mr. Michele Listro  
Mott Corporation  
84 Spring Lane  
Farmington, CT 06032

COMPANY

MOTT CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME)

Michele Listro  
(PRINT NAME)

Title: \_\_\_\_\_

Title: CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_