# MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is made and entered into this **\_\_\_th day of \_\_\_\_\_\_\_\_\_, 2022** (the “**Effective Date**”), by and between AeroGT Labs Group (AGTG) with offices located at Fremont Business Park, 42840 Christy Street, Suite 110, Fremont, CA, United States 94538, U.S.A. and *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter called “*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*”).

**RECITALS**

 WHEREAS, AGTG and *[\_\_\_\_\_\_\_]* wish to evaluate the possibility for a business relationship and/or certain transactions, which may involve the sale and service of AGTG technology and products, the Parties have requested the right to review certain non-public information regarding each other;

 WHEREAS, in contemplation of such exchange of non-public information, the Parties have agreed to the terms and conditions set forth herein;

 NOW, THEREFORE, in consideration of the promises and other undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **Definitions**

1.2. “AeroGT Labs Group” means AeroGT Labs and its Parent Organizations together with the directors, employees, and agents of each of those.

1.3. “Parent Organizations” mean TOYOTech LLC with offices located at 42840 Christy Street, Suite 110, Fremont, CA, United States, 94538, and General Test Systems Incorporated with headquarters located at Xili Street, Nanshan District, Shenzhen City, Guangdong Province, China.

1. **Confidential Information**

“Confidential Information” means all information, whether written or oral, and in any form (including, without limitation, engineering documents, research and development, manuals, reports, designs, drawings, plans, flowcharts, software (in source or object code), program listings, data file printouts, printed circuit boards, processes, component part listings and prices, product information, new product plans, sales and marketing plans and/or programs, pricing information, customer lists and other customer information, financial information and employee files or other employee information) relating to either Party's business or technology, which is disclosed by such Party either directly or indirectly to the other Party.

Such information if disclosed in writing shall be marked or identified as confidential or a similar designation, or if orally or visually disclosed, shall be identified as the confidential information of the disclosing Party at the time of disclosure and then summarized in writing and provided to the recipient in such written form within thirty (30) days after such oral or visual disclosure.

1. **Representatives**

The representatives primarily responsible for the disclosure, receipt and care of the Confidential Information, as applicable, are:

AGTG: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[\_\_\_\_\_\_\_]*: *[ ]*, CEO

1. **Ownership of Confidential Information; Right to Disclose Confidential Information**

All Confidential Information is, and shall remain, the property of the disclosing Party or the Customer, as the case may be. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein. The disclosing Party represents and warrants to the recipient that, at the time of disclosure, the disclosing Party has the right to disclose the Confidential Information to the recipient and that such disclosure does not violate the rights of any third Party.

1. **Obligation of Confidentiality**

Each Party agrees that, for a period of three (3) years from receipt of Confidential Information from the other Party hereunder, it shall use the same degree of care and means that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means, to prevent the unauthorized use or the disclosure of such Confidential Information to third parties. The Confidential Information may be disclosed only to employees or contractors of a recipient with a “need to know” who are instructed and agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose, except as set forth herein; provided. Recipient shall have appropriate written agreements with any such employees or contractors sufficient to comply with the provisions of this Agreement. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as stated hereunder.

1. **Exceptions to Obligation of Confidentiality**

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (i) now or hereafter, through no unauthorized act or failure to act on recipient's part, in the public domain; (ii) known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing Party, as evidenced by written records; (iii) hereafter furnished to the recipient by a third Party as a matter of right and without restriction on disclosure; (iv) furnished to others by the disclosing Party without restriction on disclosure; (v) independently developed by the recipient without use of the disclosing Party's Confidential Information; or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law, so long as the recipient provides reasonable notice to the disclosing Party of such requirement prior to any such disclosure.

1. **Term and Termination**

7.1. This Agreement becomes effective as of the Effective Date and shall continue in effect for a period of three (3) years thereafter unless earlier terminated or extended by mutual agreement of the Parties. The obligations of confidentiality set forth hereunder shall survive such expiration or any earlier termination.

7.2 Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

7.3 Either Party may also terminate this Agreement immediately by written notice to the other upon any breach by such Party of any term or condition of this Agreement.

7.4 Upon the written request of the other Party, or upon the expiration or any earlier termination of this Agreement, each Party shall promptly return all copies of the Confidential Information, in whatever form or media, to the disclosing Party or, at the direction of such Party, destroy the same. Each Party shall certify in writing to the other such return or destruction within ten (10) days thereafter.

1. **No Warranty**

Neither Party makes any warranty, express nor implied, as to any Confidential Information that it may provide hereunder, including without limitation as to (i) the accuracy of the Confidential Information, (ii) whether any new products will be produced as disclosed, or (iii) the availability of product(s) on any specific date. A disclosing Party may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time. A recipient has no obligation under this Agreement to purchase any service or item from the disclosing Party.

1. **No Obligation Regarding Purpose of Disclosure**

The Parties expressly agree that the providing of Confidential Information hereunder and discussions held in connection with the purpose set forth in the Recitals above shall not prevent either Party from pursuing similar discussions with third Parties or obligate either Party to continue discussions with the other, to enter into any agreement regarding such purpose, or to take, continue or forego any action relating to such purpose.

1. **Severability; Waiver**

If any part of this Agreement is held by a court of competent jurisdiction to be illegal or contrary to public policy or otherwise unenforceable, such invalid or unenforceable part shall be deemed modified or eliminated to the extent which, in the court's opinion, is necessary to make the remaining part(s) enforceable. The waiver by a Party of any right hereunder will not be considered a waiver thereof unless expressly waived in a writing signed by the waiving Party. No single waiver will be considered a continuing or subsequent waiver.

1. **Dispute Resolution**

11.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof, shall be resolved through friendly consultation. Such consultation shall begin immediately after one Party has delivered to the other Party a written request for such consultation. If within thirty (30) days following the date on which such notice is given the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of any Party with notice to the other Party.

11.2 The arbitration shall be conducted in the State of California under the Rules of Arbitration (the

“Rules”).

11.3 The arbitration proceedings shall be conducted in the English language.

11.4 The arbitrators shall decide any dispute submitted by the Parties to the arbitration strictly in accordance with the substantive law of the State of California, and shall not apply any other substantive law.

11.5 Each Party shall cooperate with the other in making full disclosure of and providing complete access to all information and documents requested by the other Party in connection with such arbitration proceedings, subject only to any confidentiality obligations binding on such Party.

11.6 The award of the arbitration tribunal shall be final and binding upon the disputing Parties, and either Party may apply to a court of competent jurisdiction for enforcement of such award.

11.7 Either Party shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the conclusion of the arbitral tribunal.

1. **Miscellaneous**

This Agreement is intended as the complete and exclusive agreement as to the protection of the Confidential Information disclosed hereunder and supersedes all prior proposals, discussions, agreements, or commitments, whether oral or written, between the Parties regarding such subject matter. This Agreement may only be modified in writing by authorized representatives of the Parties. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of California, U. S. A., but without giving effect to the conflict of laws rules thereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives effective as of the Effective Date.

For AGTG

Authorized Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date:

For *[\_\_\_\_\_\_\_]* Corporation

Authorized Signature:

Name:

Title:

Date: