

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20__, by and between _____ (“Supplier”) and MicroSun Electronics Corporation, a Nevada corporation and its affiliates (“Company”). Hereinafter the Company and Supplier are referred to as the Parties.

WITNESSETH

WHEREAS, the Parties are engaged in discussions and/or activities which may involve disclosure of certain confidential information, and in consideration of the mutual covenants herein, the Parties agree as of the date entered above, or if no date is entered above, as of the date last signed by the Parties (“Effective Date”) as follows;

WHEREAS, the following definitions shall apply to this Agreement:

“**Confidential Information**” shall mean any business, marketing, technical, scientific, financial or other information, specifications, designs, plans, drawings, software, prototypes or process techniques, of a party, which at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential, including information viewed or learned by a party during a visit to the other party's facilities, and the identity of the parties and the fact that the parties are in contact with each other, in each case disclosed during the Activity, and any specific information identified in an attachment referring to this Agreement and signed by the parties.

“**Recipient**” shall mean a party receiving Confidential Information under this Agreement who shall use the Confidential Information of the other party only for the purpose of design, development and manufacture of energy storage and/or charging solutions for Company (“Activity”).

1. COVENANTS:

a) For a period of three (3) years from the date of each disclosure of Confidential Information, Recipient shall (i) keep Confidential Information of the disclosing party (“**Discloser**”) in confidence; disclose it only to directors, officers, employees and financial and legal advisors of the Recipient with a need to know and who are under similar confidentiality restrictions as contained in this Agreement and reproduce it only to the extent necessary for the Activity; and (ii) protect Confidential Information of Discloser with at least the same degree of care as it normally exercises to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects provided by Discloser hereunder except with the express written authorization from Discloser. The parties shall be liable for any breach of this Agreement by their respective directors, officers, employees and financial and legal advisors.

b) All Confidential Information is provided on a without prejudice basis, ‘as is’ and shall

remain the sole property of the Discloser. Discloser shall have no liability whatsoever from the use of its Confidential Information by Recipient which shall be returned upon written request or voluntarily by Recipient.

- c) These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information which:
 - (1) was known by the Recipient prior to disclosure, as evidenced by its business records;
 - (2) is lawfully received free of restriction from another source having the right to furnish such confidential information;
 - (3) is independently developed by or for the Recipient without reference to or use of Confidential Information;
 - (4) is or becomes lawfully in the public domain other than through a breach of this Agreement;
 - (5) Discloser agrees in writing is free of such restrictions;
 - (6) is disclosed by the Discloser to a third party without a duty of confidentiality on such third party; or
 - (7) is required or compelled by law to be disclosed, provided that the Recipient gives all reasonable prior notice to the Discloser to allow it to seek protective or other court orders.

- d) No license is either granted or implied by the conveying of Confidential Information to the Recipient. None of the Confidential Information which may be disclosed by Discloser shall constitute any representation, warranty, assurance, guarantee or inducement by Discloser of any kind, and, in particular, with respect to the non-infringement of any intellectual property rights, or other rights of third parties or the Discloser.

- e) Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services, partnership or any commitment or representation with respect to the present or future development or marketing of any product or service by either party.

- f) Recipient agrees that any violation or threat of violation hereof will result in irreparable harm to Discloser for which damages would be an inadequate remedy and therefore in addition to its rights and remedies otherwise available at law, Discloser may seek equitable and administrative relief as a court or administrative authority may deem proper, including injunctions, to prevent any unauthorized use or disclosure.

- g) In the event Information should be lost, stolen or otherwise compromised, Parties shall promptly notify the other by phone, and follow up with a detailed report in writing within ten (10) days. A coordinated effort shall then be made to recover such Information.

- h) All copies of written data delivered by the Company to the Supplier pursuant to this Section shall be and remain the property of the Company, and all such written data, and any copies

thereof, shall be promptly returned to the Company upon written request, or destroyed at the Company's option.

2. REMEDIES:

- a) The parties agree that any period of time set forth herein are reasonable and further that the time periods set forth herein do not terminate at the termination of this Agreement, but shall continue throughout any period of affiliation, and for the applicable period thereafter. This covenant may be enforced by specific performance or any available legal or equitable remedy, including, but not by way of limitation, damages, temporary restraining orders or preliminary and permanent injunctions, and the Parties shall be entitled to recover from the other all court costs and reasonable attorney's fees incurred in enforcing this covenant. The remedies hereunder shall not be exclusive of each other, but shall be cumulative.

3. GENERAL MATTERS:

- a) This Agreement may be terminated by providing ten (10) business days prior written notice to the other party. Recipient agrees that all of its obligations undertaken herein shall survive termination.
- b) This Agreement shall be governed by the laws of the State of Illinois and shall be construed in accordance therewith. Venue for any dispute arising hereunder shall lie exclusively in the county in which the Company's headquarters are then located.
- c) No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- d) This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors or assigns. The parties agree to do any and all things necessary to effectuate the purpose of this Agreement.
- e) Throughout this Agreement, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.
- f) The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.
- g) If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

- h) This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by the Company and the Supplier.
- i) All notices required to be given by this Agreement shall be made in writing either by:
 - (1) Personal delivery to the party requiring notice and securing a written receipt, or
 - (2) Mailing notice in the U.S. mails to the last known address of the party requiring notice, which shall be the address shown on the records of the Company for the Supplier, by certified mail, return receipt requested, or
 - (3) Email to the email address of the party requiring notice and securing a printed receipt acknowledgement.

The effective date of the notice shall be the date of the written receipt received upon delivery in paragraph 2 above or three (3) days after the date the notice was delivered to the U.S. mail as posted on the receipt in Paragraph B above.

IN WITNESS HEREOF, the parties have executed this Agreement on the day and year first written above.

MicroSun Electronics Corporation

By: _____
Nancie ElShafei, CFO

By: _____