

**NON-DISCLOSURE AGREEMENT
(NDA)**

THIS AGREEMENT (“Agreement”) made and entered into as of the 1 day of November, 2019, (“Effective Date”) by and between **GHI Electronics, LLC.** a corporation organized and existing under the laws of the state of Michigan United States of America, with its head office located at 501 E. Whitcomb Ave, Madison Heights, Michigan, USA 48071 (“GHI Electronics” or “Disclosing Party”) and MBARI/Gene Massion a company/individual (“Receiving Party”). GHI Electronics and the Receiving Party may be individually referred to as a “Party”, or collectively referred to as the “Parties”.

WHEREAS, GHI Electronics is interested in disclosing certain confidential and proprietary product and technological information (“Confidential Information”, as further defined in section 5 below) to Receiving Party; and the purpose of such disclosure is TinyCLR Evaluation (the “Purpose”).

NOW THEREFORE in consideration of the premises and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Receiving Party acknowledges it will have access to the Confidential Information of GHI Electronics and that such Confidential Information constitutes valuable, special and unique property of GHI Electronics. GHI Electronics contemplates that it will be disclosing Confidential Information, which shall be controlled by this Agreement, relevant to the project set forth on the schedule attached hereto.
2. Receiving Party hereby agrees that any Confidential Information received by it from GHI Electronics shall be kept strictly confidential and it shall not sell, trade, publish, or otherwise disclose same to any person or third party in any manner whatsoever, nor make any commercial or unauthorized use of same without GHI Electronics’ prior written consent, which consent may be unreasonably or arbitrarily withheld.
3. Receiving Party will safeguard the secrecy of such Confidential Information by following procedures at least as stringent as those used in safeguarding its own valuable confidential information and trade secrets. To maintain the confidentiality attaching to Confidential Information, the Receiving Party shall (a) limit disclosure of Confidential

Information only to those of its employees (i) who have a reasonable need to know and use such Confidential Information in furtherance of the Purpose and this Agreement; (ii) who have been informed of the confidential nature of the Confidential Information and of the obligations of the Receiving Party in respect thereof; (b) not make copies of Confidential Information without the prior written approval of GHI Electronics, except to the extent necessary to carry out the Purpose specified in this Agreement; (c) not use, reproduce, transform or store any Confidential Information in an externally accessible computer or electronic information retrieval system transmitted in any form or by any means whatsoever outside of its usual place of business that is not password protected by Receiving Party; (d) not permit or allow the Confidential Information to be used or accessed by or otherwise made available to any consultant or contractor of the Receiving Party without the prior written permission of GHI Electronics; and (e) not make any changes, modifications or enhancements to the Confidential Information, or to create any derivative work from such Confidential Information.

5. For the purposes of this Agreement, “Confidential Information” means all information (whether written or oral and whether reduced to writing or otherwise) disclosed by GHI Electronics to the Receiving Party and/or its respective associates, affiliates, subsidiaries, servants, agents, employees, consultants, accountants, lawyers, officers, directors or otherwise (the “Representatives”) and includes, without limitation, business practices, strategies and operations, client lists, trade secrets, technology, proprietary rights, patents and processes pending patent, data collected or provided, proprietary information, drawings, correspondence, techniques, personnel training practices, feasibility and economic studies, environmental impact studies, engineering reports, summaries or writings, correspondence, secret processes, drilling processes and techniques, surface and subsurface equipment, downhole tools and completions, details relating to technical operations and practice with respect to any of the foregoing and any other systems and other information, matters, things, documents and writings of any nature whatsoever relating to the business and affairs of GHI Electronics or otherwise, but excludes, specifically, any information which:

(i) is at the time of disclosure, known to the trade or public; (ii) which becomes at a later date generally known to the trade or the public through no fault of the Receiving Party and then may be used or disclosed only after said later date; (iii) was in the Receiving Party’s possession, as evidenced by written or other tangible

evidence before receipt thereof from the Disclosing Party; (iv) was developed independently by the Receiving Party as evidenced by written or

other tangible evidence; or (v) it is required to disclose by law by a competent, legal and validly constituted regulatory body or governmental authority having jurisdiction

over the subject matter contemplated hereby and only after the Party being required to disclose has notified the owner of such Confidential Information.

6. GHI Electronics may, upon written notice to the Receiving Party hereto at any time, request that all of its Confidential Information in tangible form, including but not limited to software, written documents and samples, be returned. Such Confidential Information shall be returned forthwith upon receipt of such request.

7. The Parties hereby agree that the termination of this Agreement by either Party shall not affect any right, obligation, responsibility or liability accruing under this Agreement prior to the date of such termination.

8. The rights and obligations of the Parties to this Agreement shall be construed in accordance with the laws of the State of Michigan, notwithstanding any of its conflicts-of-laws principles.

9. All notices or other communication to be given pursuant to this Agreement must be in writing and may be given or served by ordinary or certified mail, telex, fax, or personal delivery to the addresses first written above, provided, however, that any communication mailed to GHI Electronics shall be mailed to its address shown above. Notices shall be effective upon receipt by the Party notified. By written notice to the other, either Party may change the address to which such notices or communications may be sent.

10. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, then such provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect.

11. This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement between the Parties with respect to the subject matter herein contained and may only be amended by the mutual written consent of the Parties hereto.

12. Receiving Party understands and agrees that in the event of any breach of this Agreement, GHI Electronics has the right to seek a restraining order and/or injunction from any competent court of equity to enjoin and restrain the Receiving Party and its employees or agents from any disclosure of Confidential Information. Such equitable remedies shall be in addition to and not in lieu of any damages to which GHI Electronics may be entitled to by law or in equity.

13. This Agreement shall be effective from the Effective Date and terminate three (3)

months from the Effective Date.

14. Nothing herein above contained shall be construed as granting or implying any right or license under any Letters Patent or to use any intellectual property or invention covered thereby.

15. GHI Electronics' Confidential Information (including without limitation any test results) is provided on an "as is, where is" basis and with all faults. GHI Electronics does not make any representation or warranty, express or implied, regarding its Confidential Information or the condition, merchantability, or fitness for any particular purpose thereof.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto effective as of the date first written above.

**Receiving
Party:**

Name: Gene Massion

Date: 2109 November 01

Signature:

A handwritten signature in black ink, appearing to read "Gene Massion", with a long horizontal flourish extending to the right.