



20050 SW 112th Ave.
Tualatin, OR 97062
t 800.275.4899
f 503.612.2383
www.cui.com

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT, signed and dated as of the first date listed below, is made and entered into by and between CUI, INC, an Oregon corporation, with an office located at 20050 SW 112th Ave., Tualatin, OR 97062 (hereinafter, "CUI") and

NZ Technologies Inc.

(Company name)

with a primary office located at

202- 1401 w Broadway, Vancouver, BC

V6H 1H6 Canada

(hereinafter, "Second Party")

WHEREAS, CUI and Second Party are interested in pursuing discussions concerning a possible business relationship between CUI and Second Party (hereinafter, the "Proposed Transaction"); and

WHEREAS, before such discussions can continue, CUI and Second Party and their Affiliates wish to disclose and receive from one another certain information that may be proprietary and confidential to each. For purposes of this Agreement, an "Affiliate" of a party is any corporation, partnership, or other entity which directly or indirectly Controls, is under the Control of, or is under common Control with that party, where "Control" means possession, directly or indirectly, of the power to direct or cause the direction of management or policies of such entity through ownership of voting securities, contract, or otherwise.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CUI and Second Party hereby agree as follows:

1. CUI and Second Party hereby acknowledge that each party may receive information proprietary and confidential to the other ("Confidential Information"). The party disclosing Confidential Information is hereinafter referred to as the "Disclosing Party," and the party receiving the Confidential Information is hereinafter referred to as the "Receiving Party."

2. "Confidential Information" means all written and oral communications and all tangible products and materials related to the Proposed Transaction and are designated as confidential. If Confidential Information is disclosed in writing, it must be marked as confidential; if Confidential Information is disclosed orally, it must be identified as confidential at the time of disclosure and summarized and designated as confidential in a writing delivered to the Receiving Party contemporaneously with or within thirty (30) days after oral disclosure; if Confidential Information is disclosed in the form of tangible products or materials, it must be transmitted with an accompanying writing identifying the information as confidential. Confidential Information may include, but is not limited to:

(i) the existence of the Proposed Transaction;

(ii) financial information, including but not limited to results of operations, business plans, prospects, strategies and projections;

(iii) market information, including but not limited to customers and distributors;

(iv) trade secrets; research and development and engineering designs, concepts, technologies, processes, methods and capabilities; products; strategies; practices; manufacturing techniques; pricing; costs of manufacture; suppliers; and vendors;

(v) any other information the Disclosing Party considers confidential.

3. Each Receiving Party agrees not to use any Confidential Information for any purpose other than to evaluate the Proposed Transaction and will accept and maintain in confidence all Confidential Information received from the Disclosing Party and will use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or dissemination of Confidential Information as Receiving Party uses to protect its own confidential and proprietary information. Receiving Party will also limit subsequent disclosure of such Confidential Information to those of its employees and consultants who have a need to know for the stated purpose of evaluating the Proposed Transaction and who are subject to confidentiality obligations at least as restrictive as those set forth herein.

4. Receiving Party's obligations of confidentiality and nondisclosure hereunder shall not extend to information that:

(i) Receiving Party can demonstrate was known to Receiving Party prior to disclosure;

(ii) is received by Receiving Party in good faith from a third party without an obligation of confidentiality;

(iii) is or becomes available to the general public through no fault of Receiving Party;

(iv) is furnished to a third party by a Disclosing Party without obligations of confidentiality and non-use similar to those provided for in this Agreement; or

(v) is developed independently by Receiving Party without use of the Confidential Information.

5. In addition, in the event Receiving Party is required by law or regulation or pursuant to judicial or administrative process to disclose Confidential Information, it may do so provided that Receiving Party first promptly notifies Disclosing Party, allowing Disclosing Party a reasonable time to oppose such disclosure.

6. Second Party agrees that they will not use the Confidential Information to directly or indirectly by-pass CUI and make contact with CUI suppliers without the written permission of CUI. Nor will the Second Party reverse engineer, decompile, or disassemble any software or hardware disclosed to it in the course of evaluating the Proposed Transaction.



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7. Receiving Party agrees to return all Confidential Information received from Disclosing Party upon request except that Receiving Party may retain in the office of its legal counsel one copy of any written Confidential Information for record-keeping purposes only.

8. No party to this Agreement acquires any license under any intellectual property rights of any other party pursuant to this Agreement.

9. No party has any obligation under this Agreement to sell or purchase any service or products to or from any other party. In the event the parties agree that such a business relationship is appropriate, any such relationship shall be pursuant to a separate written agreement.

10. This Agreement and the obligations under this Agreement, shall remain in effect and govern all Confidential Information of each of the parties during the period commencing on the date of this Agreement, and continuing during the period that there exists between the parties any business relationship of any nature, and ending upon (a) five years after the termination of all business relationships between the parties, or (b) five years after either party delivers written notice of termination of this agreement to the other. Termination of this Agreement shall not have any effect upon each party's obligation to maintain the confidentiality of, and not to use, any trade secret of the other party for as long as the Confidential Information remains a trade secret.

11. Disclosing Party will disclose Confidential Information as it determines in its sole discretion and warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION IN ANY FORM PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

12. Due to the unique nature of the Confidential Information,

Receiving Party understands that Disclosing Party will suffer irreparable harm in the event of any breach of this Agreement and that monetary damages will be inadequate to compensate for any such breach. Receiving Party therefore agrees that Disclosing Party will, in addition to any such remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.

13. No party to this Agreement may assign its duties or responsibilities under this Agreement, in whole or in part, without the written consent of the other.

14. This Agreement constitutes the entire agreement and understanding of the parties related to the subject matter hereof, and supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by the written agreement of both parties. In the event of any inconsistency between this Agreement and any other agreement between the parties with respect to the subject matter herein, this Agreement shall govern and control.

15. The various provisions of this Agreement shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remaining provisions.

16. If any provision of this Agreement shall be unenforceable in any jurisdiction, it shall be deemed modified to conform to the minimum requirements of such jurisdiction without affecting the effectiveness of the provision in any other jurisdiction.

17. This Agreement does not create any agency or partnership relationship between the parties to this Agreement.

18. This Agreement shall be construed in accordance with the laws of Oregon without reference to conflict of laws principles. All disputes arising from or relating to this Agreement shall be within the exclusive jurisdiction of the state and/or federal courts located within Oregon and the parties hereby consent to such exclusive jurisdiction and venue therein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CUI, INC

Signature

Kraig Kawada

Name

President

Title

November 8, 2019

Date

Second Party: NZ Technologies Inc.

Signature

Yordan (Jordan) Karyanto

Name

Hardware Engineering Manager

Title

2019 Nov 6th

Date