**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is dated as of this 01 day of December, 2020 (hereinafter “Agreement”). The parties are **GRANTEK SYSTEMS INTEGRATION CORP,** having a principal office at 903 Commerce Drive, Suite 200, Oak Brook, IL 60523 and, **CUSTOMER LEGAL NAME,** having a principal office at CUSTOMER LEGAL ADDRESS and its subsidiaries and affiliates.

**BACKGROUND**

Grantek Systems Integration Corp and CUSTOMER LEGAL NAME wish to exchange certain Confidential Information in order to evaluate scope of evaluation, and Grantek Systems Integration Corp and CUSTOMER LEGAL NAME wish to define herein the rights and obligations of each with respect to their handling and disclosure of such Confidential Information.

**TERMS**

In consideration of the mutual covenants and conditions set forth herein, Grantek Systems Integration Corp and CUSTOMER LEGAL NAME, henceforth referred to individually as “party” and jointly as “parties” agree as follows:

1. (a) Confidential Information includes information relating to the intellectual property and business practices of either party, whether or not reduced to writing or other tangible expression, which the disclosing party may disclose to the receiving party. Intellectual property includes, without limitation, information relating to research and development, discoveries, improvements, processes, know-how, drawings, blueprints, specifications, samples, formulae, notes, patents, copyrights, trademarks, trade names, trade secrets, and patent, trademark and copyright applications. Business practices include, without limitation, information relating to business plans, financial information, products, services, manufacturing processes and know-how, technical information, sources of supply, strategic plans, advertising and marketing plans, customer lists, sales, profits, pricing methods, personnel and business relationships. Collectively, intellectual property and business practices shall be referred to as “Confidential Information.”

###### (b) Confidential Information shall not include any information which (i) was already known to the receiving party prior to the time of disclosure by the disclosing party, (ii) is available or becomes generally available to the public other than through a breach of this Agreement by the receiving party, (iii) is acquired or received rightfully and without confidential limitation by the receiving party from a third party, or (iv) is independently developed by the receiving party without breach of this Agreement. If the receiving party becomes legally required to disclose Confidential Information, or any part thereof, the receiving party will give the disclosing party prompt notice of such requirement. If the disclosing party waives compliance with any of the terms of this Agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.

2. The receiving party agrees to take all necessary and appropriate steps to keep confidential and protect the disclosing party's Confidential Information including: (i) restricting access to all Confidential Information received from the other to those employees who have a "need to know" and advising such employees of their obligations to handle the Confidential Information with the highest degree of care and prudence to prevent a violation of this Agreement; and (ii) not using, disclosing, or allowing access to such Confidential Information by any third party, except as authorized by the disclosing party in writing. Except as required by law, each party further agrees to keep confidential the existence of this Agreement and that it is meeting with or receiving information from the other party.

3. The receiving party agrees that the disclosing party's Confidential Information is and will remain the property of the disclosing party and all such Confidential Information in tangible form and copies thereof will be returned promptly to the disclosing party upon request. No use of such Confidential Information is permitted except as provided in this Agreement, and the receiving party agrees not to rely upon, in any manner, the disclosing party’s Confidential Information except as authorized by this Agreement. No grant of any of the disclosing party's intellectual property rights, including any license implied or otherwise, is given or intended to be given. Both parties agree not to disclose any of the other’s Confidential Information to any third party.

4. Each party acknowledges that certain of the Confidential Information may consist of trade secrets relating to the design, composition, and formulas of products and/or manufacturing processes and technology. The receiving party agrees not to disclose or to use such trade secret other than for the purpose stated herein. The receiving party agrees that the obligations provided in this paragraph will survive expiration of this Agreement and continue for as long as the trade secrets remain unavailable to the public.

## 5. This Agreement will be effective as of the above date and continue for five (5) years. All obligations of the receiving party under this Agreement shall survive the termination of this Agreement with respect to Confidential Information of the disclosing party disclosed to the receiving party prior to termination of this Agreement.

6. Upon expiration of this Agreement, all Confidential Information transmitted to the receiving party by the disclosing party, materials prepared by the receiving party or generated by the receiving party which contain in any way Confidential Information, in any tangible form, and any copies thereof made by the receiving party will be destroyed or, at the disclosing party's written request, promptly returned to the disclosing party.

7. Both parties acknowledge and will not contest that unauthorized disclosure or other violation, or threatened violation of this Agreement by a party may cause irreparable damage to the other. Both parties agree that the non-breaching party may be entitled to seek an injunction prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security.

8. Neither this Agreement nor anything disclosed or provided pursuant to this Agreement creates or should be construed to create, in any manner, any obligation to enter into any contract or business arrangement nor does it obligate either party to purchase any service or item from the other or offer for sale any products using or incorporating Confidential Information.

9. Both parties agree and acknowledge that neither party nor its shareholders, officers, employees, agents or advisors make any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information except as may be expressly represented or warranted in any subsequent agreement concluded between the parties.

10. Each party represents and warrants that it has the right to make the disclosures contemplated by this Agreement, and that such disclosures will not violate or infringe upon the rights of any third party.

11. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to conflict of law principles. Each party hereto consents exclusively to in persona jurisdiction and venue in a court of competent jurisdiction in Illinois.

12. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except by a writing signed by both parties.

**GRANTEK SYSTEMS INTEGRATION CORP** **CUSTOMER LEGAL NAME**

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

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

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