

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement is entered into this _____ day of _____, 2018, by and between TSE Industries, Inc., a Florida Corporation, together with its affiliated companies, TSE-OK, LLC and WHK BioSystems, LLC (collectively "TSE"), having its principal place of business at 5180 113th Avenue North, Clearwater, FL 33760 USA, and _____ ("Company") having its principal place of business at _____.

The parties wish to discuss a possible commercial agreement between both companies including, but not limited to _____ (hereafter the "Discussions"), which Discussions will involve the exchange of knowledge, information and know-how owned by each other.

THE PARTIES AGREE AS FOLLOWS:

1. Disclosure of Confidential Information. During the course of the Discussions, the parties may, from time to time, disclose or provide to each other, in writing or otherwise, directly, or as a consequence of their business relationship, their own trade secrets, accumulated technical or business knowledge or proprietary information as well as information which either party is required to keep confidential by contractual obligations to third parties (hereafter "Confidential Information"). Subject to the limitations set forth in section Five (5) below, any information that the disclosing party discloses to the receiving party shall be treated as Confidential Information of the disclosing party. Each party shall disclose only that information which it believes necessary for the other's consideration.

2. Purpose of Disclosure. Each party shall utilize the Confidential Information disclosed by the other party only for the purpose of the Discussions and shall not divulge it to others or utilize it for commercial use or practice or for any other purpose whatsoever without the prior written consent of the disclosing party.

3. Precautions. The party to whom disclosure of the Confidential Information has been made (the "receiving party") shall treat such information as confidential and shall exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the party employs with respect to protecting its own proprietary and confidential information. A receiving party shall limit disclosure of Confidential Information to those directors, officers, employees, and agents of the party who need to know the Confidential Information in connection with the Discussions and have been advised of the confidential nature of the information.

4. Reverse Engineering. Neither party shall attempt to reverse engineer, analyze or disassemble, or cause to be reverse engineered, analyzed or disassembled any product, formulation, process technology, sample or other technology provided by the other party, either directly or indirectly. Likewise, neither party shall provide a sample of any product or technology provided to them by the other party to any third party or entity, including but not limited to, any type of lab facility.

5. Exceptions. Confidential Information shall not include and this Agreement shall not apply to information which:

(a) is at the time of disclosure or later becomes known to the public through no fault of the receiving party;

(b) has been furnished or made known on a non-confidential basis to the receiving party by a third party who has a lawful right to disclose such information;

(c) was known by the receiving party prior to its receipt as shown by competent evidence of the receiving party;

(d) is required by law or court order to be disclosed, but only to the extent of such required disclosure; or

(e) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

6. Defend Trade Secrets Act (DTSA) Whistleblower Immunity. 18 U.S.C. Section 1833(b) states:

“An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.”

Accordingly, the Parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. Section 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. Section 1833(b).

7. Ownership. Disclosing Confidential Information pursuant to the terms of this Agreement creates no ownership or license rights in the receiving party, and the disclosing party reserves all patent, trade secret and other proprietary rights it may have in such Confidential Information.

8. Return of Confidential Information. In the event the business relationship between the parties is not established or is terminated for any reason, either voluntarily or involuntarily, the parties shall, if either party so requests in writing, promptly return to the other party, or destroy, all written data and documents, including originals, copies, translations and reproductions thereof, whether on paper or in electronic form, embodying all or part of the Confidential Information disclosed by the other party, as directed by the disclosing party. Notwithstanding the foregoing, the receiving party may retain one copy of the Confidential Information received from the disclosing party for historical, compliance, warranty and/or legal purposes, but the retained Confidential Information shall remain subject to the terms and provisions of this Agreement.

9. Export Control Law Compliance. To the extent that Confidential Information, as defined herein, is subject to U.S. export control laws and regulations under 22 CFR § 120 et. seq. of the International Traffic in Arms Regulations (“ITAR”) and 15 CFR § 730 et. seq. of the Export Administration Regulations (“EAR”), and by entering into this Agreement, the parties agree that they will not violate any laws and/or regulations under ITAR and EAR, and that they will not, without limitation, disclose, transfer, or export Confidential Information to third parties, including foreign persons or entities, whether or not related to or affiliated with such party, and/or subcontract out any work and/or orders arising from this Agreement, without first receiving express written consent from the disclosing party and as required by contract or by law, each party shall register with the Office of the Directorate of Defense Trade Controls (“DDTC”).

If either party does not comply with its obligations under this paragraph or any terms specified in the Agreement, such non-complying party will indemnify, hold harmless, and defend the other party as to any violations that the non-complying party may cause under ITAR and EAR, including but not limited to the payment of civil and criminal penalties, all costs and expenses and all reasonable attorney's fees.

10. Equitable Remedies. Both parties acknowledge that their obligations in this Agreement are necessary and reasonable in order to protect the other's business, and expressly agree that monetary damages would be inadequate to compensate the other for any breach of any covenant in this Agreement. Therefore, each of the parties agree and acknowledge that any such violation would cause irreparable injury to the other and that, in addition to any other remedies that may be available in law, equity, or otherwise, the injured party shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement without the necessity of proving actual damages.

11. Assignment. Neither party shall assign this Agreement or any rights hereunder without the prior written consent of the other party.

12. **Term.** The parties shall continue to protect the secrecy of the Confidential Information for as long as the information remains confidential information or a trade secret, but for no less than five (5) years from the date the information to be kept confidential is received or the effective date of this Agreement, whichever is later.

13. **No License, Grant or Waiver of Intellectual Property Rights.** Except for the limited right to use Confidential Information set forth herein, Confidential Information remains the property of the originating party. The receiving party does not receive any right or license under any patents, copyrights, trade secrets, or the like of the originating party in or to the Confidential Information. The Confidential Information does not lose its status or protection as a trade secret or as confidential business information of the originating party merely by its disclosure to the receiving party pursuant to the terms of this Agreement.

14. **No Warranty.** Neither party makes any warranty whatsoever regarding any Confidential Information disclosed to the other.

15. **Binding Effect.** This writing represents the entire agreement between the parties respecting secrecy and intellectual property rights regarding the Discussions and Confidential Information to which this Agreement relates. This Agreement shall be binding upon and inure to the benefit of both parties and their successors and assigns. This Agreement may not be varied, except by a written instrument executed by both parties.

16. **Severability.** In the event any portion of this Agreement shall be found unlawful, unreasonable or invalid by a court of competent jurisdiction, the parties agree to accept as binding any such lesser restrictions which such court shall deem reasonable and the remainder of the Agreement shall remain in effect.

17. **Waiver.** Waiver of any provision or breach hereof in any instance shall not be deemed a waiver of any other past or future breach of the same provision or of any other provision of this Agreement.

18. **Governing Law and Costs.** This Agreement shall be interpreted according to, the laws of the state of Florida. In any action brought to enforce this Agreement, the prevailing party shall be entitled to the award of its reasonable attorney's fees and court costs.

19. **Notices.** Any notice or other communication hereunder shall be in writing and delivered: (a) personally, (b) by express courier (overnight or two-day delivery; acknowledgement of receipt required); or (c) by facsimile transmission with a follow-up copy sent by first-class mail.

20. **Confidentiality of Business Relationship.** The parties agree to keep confidential the specific subject matter of the discussions, negotiations, other business explorations, or other contractual arrangements between the parties.

21. **Captions.** Captions are inserted for convenience of reference only and shall not be considered as being of any significance whatsoever in the construction and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Confidentiality Agreement as of the date set forth above.

“TSE”

“COMPANY”

Sign: _____

Sign: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____