



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is entered into on April 21, 2021 between **EXCELITAS TECHNOLOGIES CORP.**, a Delaware corporation having a principal place of business at 200 West Street Waltham, MA 02451, and affiliates, and **LAD Engineering, LLC**, a New Mexico L.L.C., having a principal place of business at 3520 Pan American Freeway, Suite C & D Albuquerque, NM 87107.

The parties may be disclosing to each other Confidential Information (as defined below), and neither party would make such disclosures without the receiving party's agreement to maintain confidential treatment of such Confidential Information in accordance with the terms hereof. Therefore, both parties agree to the following:

1. Definition of Confidential Information. "Confidential Information" shall consist of any written, audible, visual or oral information or physical items disclosed by a party relating to such party's business, operations, strategy, customers and potential customers, products or technology which (a) if disclosed in written form, is labeled as confidential, proprietary or the like, (b) if disclosed orally, is identified as confidential or proprietary at or prior to disclosure, or (c) would reasonably expected to be treated as confidential given the nature of the information and the circumstances of disclosure, even if not so labeled or identified.

2. No Disclosure or Use. The receiving party may not disclose any of the other party's Confidential Information to any third party, or copy or use any Confidential Information for any purpose not in furtherance of the relationship contemplated by the parties, without the prior written consent of the other party and then only to the extent specified in such consent. Confidential Information may be disseminated within the receiving party's own organization only to the extent reasonably required for the purposes hereof and in any, independent contractors and representatives who have entered into appropriate confidentiality agreements. The receiving party may not modify, adapt, reverse engineer or recreate any software or documentation provided by the other party (or attempt to do so). Each party agrees not to make any public disclosure regarding their discussions without the other party's prior written approval.

3. Exceptions. The restrictions on the disclosure and use of Confidential Information described in Paragraph 2 do not extend to any item of Confidential Information which: (a) is publicly known at the time of its disclosure; (b) is lawfully received by the receiving party from a third party not bound in a confidential relationship to the other party; (c) is published or otherwise made known to the public by the disclosing party; (d) was generated independently by the receiving party without use of the Confidential Information in question; or (e) is requested or required to be disclosed by an order of a governmental agency, legislative body or court of competent jurisdiction, provided that (1) the receiving party provides the disclosing party with immediate notice of such request or requirement so that the disclosing party may seek a protective order or appropriate remedy, and (2) the receiving party uses best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

4. No License or Warranties. The disclosing party shall retain all intellectual property rights to its Confidential Information. Neither party is granted any license or other rights under any patents,

copyrights, trade secrets or other intellectual property rights under this Agreement. Neither party makes any warranties or representations, express or implied, concerning its Confidential Information.

5. Inadvertent Disclosure. In the event Confidential Information is inadvertently or accidentally disclosed, the receiving party shall notify the disclosing party in writing within five (5) business days of discovery of the disclosure, and shall take all necessary precautions to avoid further dissemination of the information disclosed, as well as precautions to prevent disclosure of any additional information.

6. Export. The receiving party agrees that it will not export, re-export or divert any Confidential Information for which the government of any country or any governmental agency thereof requires an export license or other governmental approval without first (a) informing the disclosing party of its desire to export, re-export or divert Confidential Information, and (b) obtaining such license or approval.

7. Irreparable Harm. The parties acknowledge that a violation of this Agreement would cause irreparable harm to the other party for which no adequate remedy at law exists, and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of this Agreement. The aggrieved party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred because of any legal action arising in relation to this Agreement.

8. Return of Confidential Information. Upon termination of this Agreement or within five (5) business days of a written demand by the disclosing party, all Confidential Information, together with any copies, in any media, shall be returned to the disclosing party, along with a letter, signed by an officer of such party, confirming that the Confidential Information has in no way been copied and that any remaining copies not returned to the requesting party have been destroyed. The return of any Confidential Information will not relieve the receiving party of its obligation to maintain the confidentiality of the Confidential Information in accordance with the terms hereof.

9. Term. This Agreement shall have a term of three (3) years. The parties' obligations shall survive termination for a period of five (5) years following the expiration of the Agreement.

10. General. Neither party may assign its rights or delegate its duties or obligations under this Agreement without the other party's prior written consent. This Agreement expresses the entire understanding and agreement of the parties and supersedes all other prior agreements, oral or written, and all other communications between the parties relating to its subject. This Agreement may not be altered or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time. This Agreement shall be binding on both parties and their respective successors and assigns and shall be governed by the laws of Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

EXCELITAS TECHNOLOGIES CORP.

LAD ENGINEERING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

