**Confidential Information Agreement**(Mutual)

This Confidential Information Agreement (this “Agreement”) is made and effective as of \_\_\_/\_\_\_/\_\_\_\_(the “Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”), and Plastech Company LLC, located at 500 Telner Street, Philadelphia, PA 19118 (“Plastech”).

A. Company and Plastech wish to discuss and explore a potential business relationship relating to I-Sorbe Iodine-based Antimicrobial Patent Pending 2024 (the “Project”).

B. In order to facilitate the Project, each party may disclose to the other party certain information which the disclosing party considers proprietary and confidential.

In order to protect the proprietary interests of the parties and to avoid any misunderstanding as to the disclosure and use of information exchanged between them in connection with the Project, the parties agree as follows:

1. For purposes of this Agreement, the term “Confidential Information” means all information disclosed, before and after the effective date above, in connection with the Project concerning the business, affairs, products, research and technologies of the disclosing party, its affiliates and/or their customers that is not publicly available at the time it is disclosed to, or learned by, the receiving party. To the extent disclosed in connection with the Project, Confidential Information may include, without limitation, product specifications; data; know-how; formulas; compositions; processes; designs; prints; sketches; photographs; samples; prototypes; inventions; concepts; ideas; past, current and planned research and development; past, current and planned manufacturing or distribution methods and processes; the identity of or other information about actual or potential customers, customer contacts and customer sales strategies; market studies, penetration data and other market information; sales and marketing plans, programs and strategies; sales, costs and other financial data; sources of supply for products, raw materials, and components; descriptions of plants and production equipment; price lists; business plans; financial reports and statements; computer software and programs (including object code and source code); databases; internal reports, memoranda, notes, analyses, compilations and studies; and other data, information, materials or intangibles that relate to the disclosing party’s or its affiliates’ business and/or products.

2. Notwithstanding the foregoing, Confidential Information includes only information that (i) is initially disclosed in written or physical form (including information stored in electronic data systems or in storage media) and which is clearly marked "Proprietary" or “Confidential” or with a similar legend, or (ii) is initially disclosed in either written or physical form, or in non-written or non-physical form, and subsequently identified as proprietary or confidential in writing by the disclosing party and delivered to the receiving party within a reasonable period of time after such disclosure, or (iii) based on its substance, is obviously confidential and proprietary.

3. The receiving party will maintain Confidential Information disclosed to it hereunder in confidence using the same degree of care and discretion to avoid disclosure, publication or dissemination of such Confidential Information to any third party as it uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care and discretion).

4. Each party agrees to use Confidential Information disclosed to it hereunder only for the purpose of exploring and facilitating the Project and to disclose such Confidential Information only to its affiliates and to its and its affiliates’ representatives, agents, employees, officers, directors, subcontractors, suppliers, independent contractors, and advisors (including, without limitation, tax, financial, accounting and legal advisors) (collectively, “Representatives”) who need to know such Confidential Information in order to explore and facilitate the Project and who shall be bound to this Agreement as if a party hereto, and receiving party shall be liable to disclosing party for any of its Representative’s breaches hereof.

5. The receiving party agrees to either, at its option, destroy or return to the disclosing party each document and material containing Confidential Information and any copies thereof in its possession if so requested by the disclosing party.

6. The obligation set forth herein shall be inapplicable to any information that (i) prior to the receiving party’s receipt thereof was in the receiving party’s possession from a source other than the disclosing party, or (ii) Information which lawfully becomes public knowledge except for that information not currently known by Receiving party, provided the receiving party or its representatives was not responsible for causing it to become public knowledge (iii) Information rightfully received by the Receiving party on a non-confidential basis and without violating the rights of any person or entity and whose identity of the source of the information is disclosed to the receiving party (iv) is independently developed by the receiving party, or (v) is required to be disclosed pursuant to a subpoena or similar order from a court, agency or other similar authority, provided that the receiving party required to disclose such information gives to the disclosing party as much notice as is reasonably practicable and allows the providing pasty as much opportunity as is reasonably practicable to defend against such subpoena or order and/or seek appropriate relief such as a protective order, or (vi) was or is disclosed by the disclosing party to any third party on an unrestricted or non-confidential basis.

7. This Agreement shall terminate one (1) year from the Effective Date, but the restrictive covenants herein shall survive termination for five (5) years thereafter. Either party may stop furnishing Confidential Information to the other party at any time.

8. The receiving party will cause each of its Representatives to comply with the terms of this Agreement and will be liable and responsible for any violation of the terms of this Agreement by any of its Representatives.

9. Confidential Information is provided “as is” and the disclosing party makes no warranties, whether express, implied or statutory, regarding the Confidential Information, including, without limitation, accuracy, completeness, sufficiency, merchantability, fitness for a particular purpose, and noninfringement.

10. No license under any patent rights or other proprietary interests is granted by this Agreement.

ll. This Agreement is limited to terms and conditions governing the disclosure and use of Confidential Information in connection with the Project, and no supply or other commercial relationship or obligation between the parties is created by this Agreement. Except as to matters specifically agreed to herein, neither party, nor its Representatives, will be under any obligation of any kind whatsoever with respect to the Project or any other business relationship with the other party unless and until definitive written agreements pertaining to the Project or such other business relationship are entered into by the parties. Each party may, therefore, reject any or all proposals of the other party relating to the Project or any other proposed business relationship for any reason without explanation or liability. Subject to compliance with the express terms of this Agreement, each party and/or its affiliates are free to pursue, acquire and conduct businesses and to market, acquire, develop, provide and sell materials, products or services, independently and/or with any third party, that are similar to, and/or competitive with, those of the other party to this Agreement (including the subject matter of the Project).

12. This Agreement may not be modified except by a written instrument executed by the duly authorized representatives of both parties.

13. This Agreement may be terminated at any time by either party, provided, however, that termination of this Agreement shall not alter the rights and obligations of the parties arising under this Agreement prior thereto.

14. This Agreement will be governed by the laws of the State of Pennsylvania applicable to contracts executed in and to be performed in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_.

**ACCEPTED AND AGREED TO:**

Plastech Company LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 *Company*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature* *Signature*

Solomon Rosenblatt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Printed* *Name*

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*Date Signed Date Signed*