

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of _____, 2022 (the "Effective Date") by and between Omni International, Inc. a PerkinElmer company having a place of business at 935 Cobb Place Blvd., Kennesaw GA, 30144 ("PerkinElmer"), and _____, having a place of business at _____ (the "Company"). PerkinElmer and the Company may be referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, PerkinElmer and the Company desire to exchange with each other certain confidential and proprietary information having competitive value to the Parties, solely to allow the Parties to discuss and evaluate the feasibility of entering into a potential business relationship (the "Purpose").

NOW, THEREFORE, the Parties hereby agree as follows:

1. "Proprietary Information" includes, but is not limited to, the existence of this Agreement, commercial and financial information, research and development plans, marketing plans and strategies, inventions, techniques, formulae, methods, processes, apparatus, know-how, ideas, software, customer or supplier information, and other like data and knowledge disclosed by one Party to the other Party under this Agreement. Proprietary Information also includes information which, regardless of marking and transmission method, would be considered within the scope of information that a receiving Party would reasonably consider to be confidential information of the disclosing Party (e.g., information which, if owned by the receiving Party, would be considered by such Party to be confidential).
2. This Agreement shall terminate one (1) year from the Effective Date. The Parties' obligations with respect to all Proprietary Information that is received under this Agreement shall extend for a period of five (5) years from the Effective Date; provided, however, that, to the extent a Party has disclosed information that constitutes a trade secret under law and is so identified by the disclosing Party, the receiving Party agrees to protect such trade secret(s) for so long as the information qualifies as a trade secret under applicable law. The receiving Party will keep the Proprietary Information of the disclosing Party in strict confidence and protect it from disclosure to third parties, treating it as it would its own Proprietary Information of like importance but in no event with less than a reasonable degree of care. Further, each Party shall limit its use of the other Party's Proprietary Information to the Purpose previously stated, and for no other purposes without such other Party's prior written consent. Without limiting the foregoing, a Party shall not copy, reproduce, reverse-engineer, create derivative works of, or alter any proprietary rights notices on, the Proprietary Information of the other Party.
3. This Agreement will impose no obligation with respect to any portion of the received Proprietary Information which (a) is or becomes known or available to the general public through no breach of this Agreement; (b) is already known to the receiving Party at the time of receiving such Proprietary Information or is independently developed by the receiving Party without reliance on the Proprietary Information of the disclosing Party, in each case as demonstrated by adequate written evidence of the receiving Party; or (c) is furnished to the receiving Party by a third party without breach by such third party of an obligation of confidentiality. Further, if any Proprietary Information is required to be disclosed by an order of a governmental agency, legislative body or court of competent jurisdiction, the receiving Party may disclose such information, provided that the receiving Party (i) provides the disclosing Party with prompt notice of such request or requirement in order that the disclosing Party may pursue a protective order or other appropriate remedy and (ii) furnishes only that portion of the Proprietary Information which the receiving Party is advised by counsel is legally required to be so disclosed.
4. No rights or obligations, including any commitment to the Purpose or to execute a further agreement, other than those expressly recited herein, are to be implied from this Agreement.
5. The receiving Party will permit access to the Proprietary Information of the disclosing

Party to only those of its employees, agents and representatives who have a bona fide need to know in connection with the Purpose, have been advised of this Agreement and are bound by an agreement to keep such information confidential. The receiving Party shall be responsible for any breach of this Agreement by such individuals.

6. Each Party warrants that it believes that (i) it is the owner or licensee of its Proprietary Information and (ii) it has the right to enter into this Agreement and disclose the Proprietary Information without any breach of its obligations to others. The Proprietary Information of the disclosing Party shall remain the sole and exclusive property of the disclosing Party. Upon written request of the disclosing Party, the receiving Party shall (i) destroy all drawings, hard copies, materials and other tangible manifestations of the Proprietary Information received by the receiving Party pursuant to this Agreement, and (ii) use reasonable efforts to delete all electronically stored Proprietary Information. Notwithstanding the foregoing, (a) there shall be no obligation to destroy electronic backup copies created and inaccessible in the ordinary course of business, provided that the terms of this Agreement shall survive as to such backup copies, and (b) the receiving Party shall be entitled to retain one copy of Proprietary Information for the purpose of evidencing compliance with the terms of this Agreement.

7. The Parties acknowledge that each Party may be independently developing, designing, manufacturing or selling products that incorporate technologies similar to those of the other Party. Nothing in this Agreement shall restrict either Party from continuing to develop, design, manufacture and sell such products, so long as it does not use the other Party's Proprietary Information, in whole or in part.

8. ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. Each Party acknowledges and agrees that there may be no adequate remedy at law for any breach of its obligations hereunder, and the disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. The receiving Party will notify the disclosing Party in writing within two (2) business days upon the occurrence of any unauthorized release or other breach of which it is aware.

10. This Agreement expresses the entire understanding and agreement of the Parties and supersedes all prior agreements and discussions, whether written or oral, with respect to the subject matter of this Agreement. 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 governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law principles thereof.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email or other electronic means is effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.

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

[counterparty]

Omni International, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____