mutual NON-DISCLOSURE Agreement

This Non-Disclosure Agreement ("**Agreement**") is by and between Ionomr Innovations Inc., principally located at 2386 East Mall – Suite 111, Vancouver, BC, Canada V6T 1Z3 ("**Ionomr**"), and \_\_\_\_\_\_\_\_\_\_\_\_\_[Company 1], principally located at \_\_\_\_\_\_\_\_\_\_\_\_\_[address] ("**Company 1**"). This Agreement will become effective upon the date of the last signature affixed below ("**Effective Date**").

**WHEREAS**, Ionomr and [Company 1], for the mutual benefit of both parties, desire to disclose to one another certain information the parties believe to be of a proprietary and confidential nature, for the purpose of [evaluation of potential business relationships and testing of ion-exchange membranes and polymers (ionomers), including anion-exchange membranes based on benzimidazolium or imidazolium chemistry, and proton exchange membranes based on polyarylene chemistry into applications such as electrochemical systems including, but not limited to electrolyzers, fuel cells, batteries, membrane-electrode assemblies, catalyst layers, coatings, or additives] ("**Purpose**").

**WHEREAS**, in connection with the Purpose, the parties are willing to disclose to one another certain confidential and proprietary information and material, and the parties are willing to receive such information and material, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, the parties agree as follows:

1. Defined. As used in this Agreement and subject to the exclusions listed in Section 2 (Exclusions) below, the term "**Confidential Information**" includes documents, data, materials, and other information disclosed by the disclosing party to the receiving party that concerns the business and affairs of the disclosing party or any of its affiliates, including, but not limited to, intellectual property (e.g., patents, copyrights, trademarks, and trade secrets) and related applications, specifications, programs, source or object code, data, databases, products, designs, ideas, concepts, costs, prices, finances, marketing, systems, networks, personnel, customers, suppliers, research, flow charts, and other materials (tangible or intangible, machine or human readable), processes, techniques, know-how, analyses, plans, and procedures contained in or related to any of the foregoing, and any other nonpublic technical or business information of the disclosing party. A trade secret shall include, but not be limited to, proprietary technology, processes, and know-how, as well as any other information that may be deemed a trade secret under applicable law, whether or not in written form.

Information will be deemed to be Confidential Information and governed by the obligations of nondisclosure and restricted use set forth in this Agreement, if it (i) is clearly and conspicuously marked as "confidential" or "proprietary" by the disclosing party, (ii) is orally identified as confidential at the time of disclosure and then subsequently summarized in written form in a clearly and conspicuously marked document and submitted to the receiving party within 20 days of the initial disclosure, or (iii) reasonably should be considered confidential due to the nature of the information and circumstances of disclosure.

2. Exclusions. Confidential Information does not include information that: (i) was already lawfully in the receiving party's possession at the time of disclosure by the disclosing party as evidenced through written documentation of the receiving party; (ii) is or becomes publicly available other than by the receiving party's violation of this Agreement or other fault of the receiving party; (iii) is received by the receiving party from a third party which, to the knowledge of the receiving party after its reasonable inquiry and investigation, is rightfully in possession of such information free of any obligation to maintain its confidentiality, as evidenced through written documentation of the receiving party.

3. Nonuse and Nondisclosure. The receiving party will use the Confidential Information of the disclosing party solely for the Purpose, but not to the detriment of the disclosing party or the benefit of a third party. The receiving party will hold the Confidential Information of the disclosing party in strict confidence, and will not, without the prior written consent of the disclosing party, copy, or provide or disclose to any third party, all or any portion thereof; provided, however, that, to the extent reasonably necessary for the receiving party to engage in discussions with the disclosing party concerning the Purpose, the receiving party may make tangible copies of any such Confidential Information; provided, further, however, that all such copies shall be subject in all respects to the provisions of Section 5 (Return of Documents) hereof. Without limiting the foregoing, the receiving party will protect Confidential Information of the disclosing party from reproduction, use, or disclosure other than as permitted herein, including but not limited to taking all steps that the receiving party takes to protect its own information that it considers confidential, proprietary, and/or trade secret. The receiving party may disclose Confidential Information of the disclosing party to the employees, officers, directors, and agents (collectively, "Representatives") of the receiving party with a bona fide need to know such Confidential Information, but only to the extent necessary for the receiving party to work on the Purpose; provided, however, that, prior to any such disclosure to the applicable Representative, disclosing party represents that each such Representative shall be bound by restrictions on use and disclosure at least as protective of such Confidential Information as those imposed on the receiving party herein, without any right of further disclosure, and the receiving party remains responsible for procuring that its Representatives comply with such restrictions. The receiving party shall be liable for any damage caused by or resulting from any unauthorized disclosure or use of the Confidential Information by the receiving party's Representatives. If the receiving party becomes obliged to disclose such Confidential Information to any governmental authority, court, or other tribunal or applicable securities exchange, the receiving party promptly shall notify the disclosing party, to the extent reasonably practicable under the circumstances and not otherwise prohibited by applicable law, so that the disclosing party may seek an appropriate protective order or other remedy to resist or narrow the scope of the required disclosure. In the absence of such a protective order or other remedy, the receiving party shall limit any such disclosure to such portion of the Confidential Information as is required by laws or the rules of any applicable securities exchange to be disclosed and take reasonable steps in any such disclosure to have the entity requiring such disclosure to protect to the greatest extent possible the confidentiality of all information so disclosed. Any such disclosure by the receiving party shall in no event otherwise change, alter or diminish the confidential, proprietary, and/or trade secret status of such Confidential Information, or treatment as such by the receiving party, under this Agreement.

4. Equitable Relief. The receiving party agrees and acknowledges that (i) any breach or threatened breach of this Agreement by the receiving party may irreparably harm the disclosing party and (ii) any remedy at law for any such breach or threatened breach may be inadequate to fully and properly compensate and otherwise protect the disclosing party. Therefore, the parties agree that the disclosing party may seek injunctive relief for any such breach or threatened breach in addition to other available remedies.

5. Return of Documents. Upon the disclosing party's written request, the receiving party will promptly: (i) return and delete from the receiving party's computer systems, or, at the disclosing party's option, destroy, all originals and copies, whether tangible, electronic, or other, of all documents, data, materials, and other information thereof in the receiving party's possession, custody, or control that constitute Confidential Information of the disclosing party; and (ii) provide a written statement to the disclosing party certifying that all such documents, data, materials, and other information have been so delivered or destroyed. For purposes of this section, "documents, data, materials, and other information" includes without limitation all information fixed in any tangible medium of expression, in whatever form or format. The receiving party may keep one (1) copy of the Confidential Information of the disclosing party so that any continuing obligations may be determined and to comply with its internal policies or guidelines, or to the extent otherwise required by any law or regulation or legal or judicial process, provided that the confidentiality provision of this Agreement shall continue to apply to any retained Confidential Information. The receiving party shall not be required to destroy any computer files stored securely that are created during automatic system back-ups.

6. No Obligation. Each party hereto acknowledges and agrees that nothing herein is intended to, or will, obligate the other party to provide or disclose any Confidential Information to such party, and the terms and conditions of this Agreement shall apply only to such Confidential Information that such other party elects, in its sole discretion, to provide or disclose to such party.

7. Disclaimer. ALL CONFIDENTIAL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ITS MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. No License. All Confidential Information of the disclosing party is and shall remain the exclusive property of the disclosing party, and the receiving party acknowledges and agrees that nothing contained in this Agreement grants, or will be construed as granting, any rights, whether oral or written or express or implied or by license or otherwise, to the receiving party or any other party in or to any Confidential Information, except as expressly specified in this Agreement.

9. Term. This Agreement will take effect on the Effective Date and, will remain in effect for five (5) years thereafter, unless it is earlier terminated in accordance with the terms of this Agreement. Each party may terminate this Agreement immediately upon provision of written notice thereof to the other party. The receiving party's obligations herein shall survive for five (5) years after any expiration or termination of this Agreement.

10. Disclosure, Conflict of Interest. The receiving party is required to notify the disclosing party if it has any outside activities or interests, including ownership or participation in business activities that conflict or may conflict with the best interests of the disclosing party. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to: (i) the Purpose; (ii) any product or product line of the disclosing party; (iii) any activity that the receiving party may be involved with on behalf of the disclosing party; or (iv) any development project of the disclosing party.

11. Publicity. Neither party shall directly or indirectly cause or permit (a) the oral or written release of any public statement referring to the existence or terms of this Agreement or any discussions with the other party concerning the Purpose, or (b) any use of the other party's name, trade name, logo or trademarks, without the other party's prior written consent.

12. Governing law. This Agreement will be governed by the laws of the Province of British Columbia, Canada, without resort to the choice of law principles thereof. Claims or other causes of action arising out of this Agreement shall be litigated in the appropriate courts of the Province of British Columbia, Canada, and the parties hereby consent to the personal jurisdiction of such court.

13. Disputes.

(a) If a dispute arises in connection with this Agreement, the responsible representatives of each party shall attempt, in fair dealing and good faith, to settle such dispute. Upon request of a party a senior management representative of each party shall participate in the negotiations. Each party shall be entitled to terminate these negotiations by written notification to the other party at any time.

(b) The parties shall attempt to agree on a procedure for Alternative Dispute Resolution (ADR) and the applicable procedural rules (including time limits) within fourteen (14) days after a written notice of termination under Section 9 has been received by the other side. If the parties fail to agree on such procedure within this time limit each party shall be entitled to refer the dispute to Court pursuant to Section 13(c).

(c) All disputes arising in connection with this Agreement which are not resolved pursuant to Sections 13(a) or 13(b), including any question regarding the termination or any subsequent amendment of the Agreement, shall be subject to the exclusive jurisdiction of, and finally settled in:

**[include one of the following]**

* + 1. the Courts of the Province of British Columbia, Canada.
		2. the state or federal courts having jurisdiction over King County, Washington.
		3. the state or federal courts having jurisdiction over Santa Clara County, California.
		4. the courts of Singapore.
		5. the courts of Hong Kong.
		6. the courts of Germany.
		7. the courts of London, England.

Each party hereby irrevocably submits to the exclusive jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any such courts.

14. General. This Agreement will be binding upon, and will inure to the benefit of the parties and their respective successors and permitted assigns, and may be amended only by a written instrument signed by both parties.

No provision of this Agreement may be waived except by a writing executed by the party against whom the waiver is to be effective.

A party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the party from enforcing any other provision of this Agreement.

This Agreement is the complete and exclusive statement regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and communications, oral or written, between the parties regarding such subject matter.

The receiving party may not assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the disclosing party.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, that provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions will not be affected thereby.

This Agreement may be executed in two or more counterparts, including electronic counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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| Ionomr Innovations Inc. |  | [Company 1] |
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| By: G. William Haberlin |  | By:  |
| Title: CEO |  | Title:  |
| Date:  |  | Date:  |