MECREGEN™

NON-DISCLOSURE AND CONFIDENTIAL TECHNOLOGY ACCESS AGREEMENT

For access to MECREGEN™ Secure Technical Documents, engineering information, and proprietary technology

1. Parties and Effective Date

This Non-Disclosure and Confidential Technology Access Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between MECREGEN™ and/or the applicable MECREGEN affiliated entity identified in the signature block ("Disclosing Party"), and the individual or organization identified below ("Receiving Party").

Receiving Party / Organization: _____

Address: _____

Email: _____ Telephone: _____

2. Purpose

The Receiving Party seeks access to certain non-public MECREGEN™ information solely to evaluate a potential investment, engineering engagement, research collaboration, strategic partnership, manufacturing relationship, licensing opportunity, infrastructure project, technical due diligence, or other purpose specifically authorized in writing by MECREGEN™ (the "Purpose"). No other use is permitted.

3. Confidential Information

"Confidential Information" means non-public information disclosed by or on behalf of MECREGEN™, in any form, including secure website content, technical white papers, engineering series and handbooks, engineering development summaries, research and development materials, system architecture, Magnetic Chamber information, mechanical energy-conversion information, electrical and generation-system information, magnetic-bearing concepts, technical drawings, diagrams, CAD files, specifications, formulas, calculations, models, simulations, software, control concepts, prototype plans, test procedures, test data, validation plans, manufacturing information, supplier information, deployment strategies, business plans, financial information, investor due-diligence materials, patent-related strategy, trade secrets, and information concerning the MECREGEN™ Tri-Internal Energy System™ and related technology platforms.

4. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate by written records: (a) was lawfully known without confidentiality restriction before disclosure; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of or reference to the Confidential Information.

Initial: _____

5. Confidentiality Obligations

The Receiving Party shall: (a) use Confidential Information only for the Purpose; (b) protect it using at least reasonable care and no less care than used for its own similarly sensitive information; (c) disclose it only to employees, officers, directors, attorneys, accountants, consultants, or professional advisers who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement; (d) not publish, post, transmit, distribute, sell, sublicense, or disclose it to any unauthorized person; and (e) promptly notify MECREGEN™ of any suspected loss, unauthorized access, or disclosure.

6. Secure Website and Document Access

Any username, password, verification credential, document link, or authorization issued for the MECREGEN™ Secure Technical Documents Center is personal to the authorized user and may not be shared. Access may be limited by document, user, organization, purpose, time period, or security classification. MECREGEN™ may use access logging, watermarking, download or print restrictions, session controls, document identifiers, and other reasonable security measures.

Execution of this Agreement does not automatically grant access to every MECREGEN™ document. MECREGEN™ retains sole discretion to determine which materials, if any, are authorized for the Receiving Party.

7. Restricted Engineering Information

Certain materials may be classified as Restricted Engineering Access and may require additional identity or organization verification and express written authorization. The Receiving Party shall not attempt to bypass access controls or obtain documents outside its assigned authorization level.

8. No Reverse Engineering; No Unauthorized Technical Use

Except to the extent expressly authorized by a separate written agreement signed by MECREGEN™, the Receiving Party shall not reverse engineer, disassemble, decompile, reconstruct, reproduce, manufacture, build, prototype, replication test, derive design parameters from, or otherwise use Confidential Information to create or assist in creating a competing, derivative, or substantially similar technology, component, system, product, or process. This clause does not prohibit independent evaluation of disclosed materials for the authorized Purpose.

9. Intellectual Property and No License

All Confidential Information and all associated patents, patent applications, inventions, designs, copyrights, trade secrets, trademarks, know-how, and other intellectual-property rights remain the property of their respective owners. No license, assignment, ownership interest, manufacturing right, commercialization right, or other intellectual-property right is granted by disclosure or by this Agreement except as expressly stated in a separate written agreement.

10. Copies, Downloads, and Records

The Receiving Party may make copies or downloads only when expressly permitted by MECREGEN™ or by the applicable secure-document controls. Any authorized copy remains Confidential Information and must retain all confidentiality, proprietary, copyright, patent, watermark, and document-control notices.

11. Required Disclosure

If the Receiving Party is legally compelled to disclose Confidential Information, it shall, to the extent legally permitted, provide MECREGEN™ prompt written notice and reasonable assistance so MECREGEN™ may seek a protective order or other remedy. Only the portion legally required may be disclosed.

Initial: _____

12. Return or Destruction

Upon MECREGEN™'s written request or termination of authorized access, the Receiving Party shall promptly return or securely destroy Confidential Information in its possession or control, including permitted copies, subject to routine archival or legal-retention copies that remain protected by this Agreement. MECREGEN™ may revoke secure-system access at any time.

13. Development-Stage and Due-Diligence Information

The Receiving Party acknowledges that some MECREGEN™ materials may describe development-stage technologies, engineering objectives, prototypes, simulations, projections, proposed applications, or anticipated performance. Unless a document expressly states otherwise, access does not constitute a representation that engineering development, independent validation, certification, manufacturing readiness, commercial deployment, or projected performance has been completed or achieved.

14. Term and Survival

This Agreement begins on the Effective Date and continues for five (5) years unless replaced by a later written agreement. The duty to protect trade secrets shall continue for as long as the information qualifies as a trade secret under applicable law. Other confidentiality obligations survive expiration or termination for five (5) years from the date of each disclosure.

15. Remedies

The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information may cause harm for which monetary damages may be inadequate. Subject to applicable law, MECREGEN™ may seek injunctive or equitable relief in addition to other available remedies. Nothing in this Agreement waives any defense or requires a court to grant a particular remedy.

16. No Obligation; No Warranty

Neither party is obligated by this Agreement to proceed with any investment, partnership, license, purchase, research program, transaction, or other relationship. Confidential Information is provided for evaluation purposes and, except as expressly agreed in a definitive written agreement, is provided without representation or warranty as to completeness or fitness for a particular purpose.

17. Governing Law and Venue

This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflict-of-law principles. The parties consent to the state and federal courts located in New Jersey, United States of America, for disputes arising from this Agreement, unless they later agree in writing to another forum.

18. General Terms

This Agreement constitutes the entire agreement regarding confidentiality for the disclosures covered here and supersedes prior oral discussions on that subject, unless a prior written agreement is expressly preserved. Amendments must be in writing and signed by both parties. Failure to enforce a provision is not a waiver. If a provision is held unenforceable, the remaining provisions remain effective. Electronic signatures and counterparts are permitted to the extent allowed by applicable law.

Initial: _____

19. Authorized Purpose and Requested Access

Purpose / Project: _____

Requested Access Level: ☐ Registered Member ☐ NDA-Protected ☐ Restricted Engineering

Requested Document Categories: _____

Additional restrictions or approved uses: _____

20. Signatures

MECREGEN™ / Disclosing Party

Signature: _____ Date: _____

Name (Print): Mr. Kal Butler

Company: Sekou Industries

Title: Founder /CEO

Email: Kbutler@SekouIndustries.com

Address: 30 Humboldt Street

Trenton NJ 08618

Receiving Party

Signature: _____ Date: _____

Name (Print): _____

Company: _____

Title: _____

Email: _____

Address: _____

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