

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is made as of [_____] , 20____ (the “**Effective Date**”) by and between Mevion Medical Systems, Inc., a Delaware Corporation having a place of business at 300 Foster Street, Littleton, MA 01460, its subsidiaries, affiliates and divisions (“**Mevion**”), and [_____] a [_____] corporation having a place of business at [_____] (“**Counterparty**”), with both Mevion and Counterparty being sometimes referred to in this Agreement as “a Party” or “the Parties”.

1. **Purpose.** This Agreement is made in order for each party to disclose to the other, during the term of this Agreement, such technical, business and financial information as the disclosing party may elect to disclose so that the receiving party may use the same solely for the purpose of (i) evaluating a potential business relationship between the parties and (ii) meeting its obligations in a business relationship should the parties enter into one (the “**Purpose**”).

2. **Confidential Information.** As used herein, “**Confidential Information**” means any and all technical, business and financial information, including third party information, that is made available or disclosed, in whatever form or medium (regardless of whether tangible, intangible (e.g., electronic), visual, or oral, and provided that it is marked, described or otherwise identified as “Confidential Information”, to the receiving party), to the receiving party, before or after the Effective Date. “Confidential Information” includes but is not limited to: (a) patents and patent applications; (b) trade secrets; and (c) other proprietary or confidential information related to current, future, and proposed products and/or services of the disclosing party, ideas, techniques, drawings, works of authorship, inventions, designs, methods, know-how, systems, processes, specifications, apparatuses, equipment, blueprints, software programs, customer information, financial information, pricing information, personnel information, business plans, projects, plans and proposals.

3. **Obligations.** Each party agrees: (a) to use the other party’s Confidential Information solely for the Purpose and for no other reason; (b) to take reasonable measures to protect the confidentiality of the other party’s Confidential Information; (c) not to disclose or make available, directly or indirectly, any of the other party’s Confidential Information to anyone, except to such party’s (i) employees, consultants and agents, (ii) professional advisers (e.g., lawyers and accountants), (iii) existing and prospective investors in such party, (iv) acquirers that are contemplating a potential business relationship with such party and (v) other representatives approved in advance in writing by the disclosing party who in each case have a *bona fide* “need to know” the information for the Purpose and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; (d) to notify appropriately such employees, consultants, agents, professional advisors, investors, acquirers and authorized representatives that the disclosure is made in confidence and to require them to keep the same in confidence in accordance with the terms and conditions of this Agreement; and (e) if directed, to limit as directed the number of copies made of the other party’s Confidential Information. Each party agrees that any copy of the other party’s Confidential Information will contain and state the same confidential or proprietary notices or legends, if any, that appear on the original. Each party agrees to promptly notify the other party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.

4. **Exceptions.** The obligations and restrictions imposed by this Agreement will not apply to any Confidential Information that: (a) the receiving party can show by written record was already known to the receiving party prior to the other party's disclosure; (b) is or becomes publicly available through no fault of the receiving party; or (c) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed. For purposes of the immediately preceding sentence, aggregated information is not "publicly available" merely because the individual elements of such aggregated information are known to the general public. If the receiving party is required by law to make any disclosure of any of the Confidential Information of the disclosing party, by subpoena, judicial or administrative order or otherwise, where legally permissible, the receiving party shall first give written notice of such requirement to the disclosing party, and shall permit the disclosing party to intervene in any relevant proceedings to protect its interests in the Confidential Information.

5. **Handling of Information and Materials.** The receiving party will not reproduce the disclosing party's Confidential Information in any form except as required to accomplish the Purpose. All reproductions of any Confidential Information of the disclosing party, whether supplied by the disclosing party or made by or for the receiving party, will remain the property of the disclosing party and will contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing party. Upon termination or expiration of this Agreement, or upon written request of the other party, each party will promptly return to the other or destroy, at such other party's election, all documents and other tangible materials representing the other party's Confidential Information and all copies thereof and to certify the return or destruction of all such documents and other tangible materials; provided, however, that each party may retain a copy of the other party's Confidential Information for archival purposes, provided that such retained copies of such Confidential Information shall continue to be held subject to the confidentiality provisions contained in this Agreement.

6. **No Other Rights.** The parties recognize and agree that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party, except for the Purpose. This Agreement imposes no obligations on either party to exchange Confidential information or to purchase, sell, license or otherwise transact in any technology, services or products. None of the Confidential Information or accompanying information which may be disclosed by a party will constitute any representation, warranty, assurance, guarantee, or inducement by such party as to the non-infringement of patents, trademarks, copyrights, or any intellectual property rights or other rights of third persons. Disclosure by a party of Confidential Information does not constitute a warranty that the Confidential Information is accurate, complete, or adequate for the Purpose.

7. **Term and Termination.** This Agreement will terminate 5 years from the Effective Date unless terminated earlier by either party at any time upon thirty (30) days written notice to the other party. The obligations of Recipient with respect to all Confidential

Information that is received under this Agreement shall survive termination and shall remain in effect for a period of five (5) years from the Effective Date.

8. **Notice.** Any notice to be given hereunder by either party to the other will be in writing addressed to the address set forth below (unless either provides written notice of a different address) and will be deemed given: (a) upon delivery if sent by facsimile, email or by overnight courier; or (b) three (3) days after deposit in the mail if sent by pre-paid, certified mail, return receipt requested mail.

9. **Warranty.** Each party warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."**

10. **General.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter hereof. The headings to sections of this Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of any provision hereof. No provision of this Agreement will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of Massachusetts, without reference to conflict of laws principles. Any dispute under this Agreement may be brought in the state courts and the Federal courts located in Massachusetts, and the parties hereby consent to the personal jurisdiction and venue of these courts. Each party acknowledges that its breach of this Agreement will cause irreparable damage and hereby agrees that the other party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction without the necessity of proving actual damages or posting any bond or other security. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, with the exception that either party may assign this Agreement, without the other party's consent, to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger or acquisition, or the sale of all or substantially all of such party's assets or the sale of that portion of such party's business to which this Agreement relates. Each party's obligations under this Agreement will be binding on such party's heirs, successors and assigns. Neither party will export, re-export or divert, directly or indirectly, any Confidential Information acquired from the other party under this Agreement or any product utilizing any such 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 other party of its desire to export, re-export or divert Confidential Information and b) obtaining such license or approval. Facsimile and electronic signatures will have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Mutual Non-Disclosure Agreement to be executed by their duly authorized officers as of the Effective Date.

MEVION MEDICAL SYSTEMS, INC.	[TYPE IN COUNTERPARTY NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____