

**This document forms an agreement between UNIPOWER and a third party with whom confidential information is shared.**

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Instructions for completion interactively:

1. Download and save this document to your local hard drive.
2. Open it with Acrobat Reader or Acrobat.
3. Enter the date of execution using the dropdown calendar.
4. Complete the next 3 fields in the first paragraph. Completion of these will automatically complete any remaining fields that contain the same information.
5. Enter your initials in box 1 at the bottom of pages 1, 2, 3 and 4 to confirm that you have read and accept the content of these pages.
6. Complete the name and date fields on page 5.
7. If you have an electronic signature set up you may also 'sign' the document in the "Authorized Signature:" field, otherwise leave this blank for signing with a pen.
8. Save the document to lock-in the entries that have been made.
9. If you have not already electronically signed it in the "Authorized Signature:" field on page 5 please print the document and sign the printed copy.

Once completed please mail or, preferably email the electronic or physically signed document to your associated Sales Representative.

This Agreement is entered into on \_\_\_\_\_ (the "Execution Date" by and between \_\_\_\_\_, for itself and its subsidiaries and affiliates ("\_\_\_\_\_") with offices at \_\_\_\_\_; and UNIPOWER, LLC ("UNIPOWER") offices at 65 Industrial Park Road, Dunlap, TN 37327. \_\_\_\_\_ and UNIPOWER are referred to individually as a "Party" and jointly as "the Parties." The Parties wish to establish a condition under which the Parties may exchange and protect information each deems to be confidential, proprietary, or competition-sensitive.

## RECITALS

\_\_\_\_\_ and UNIPOWER are interested in exchanging information relative to systems and applications (the "Technology") of each of the Parties for the purpose of exploring future potential business relationships to the mutual benefit of the Parties. \_\_\_\_\_ and UNIPOWER may each disclose to the other, pursuant to this Agreement, certain information related to the Technology that the Disclosing Party owns or has in its possession and deems proprietary and confidential. The Parties wish to set forth the terms and conditions relating to the treatment of such information.

WHEREAS, such information includes, without limitation, confidential and/or proprietary information related to technology, computer programs and software (including but not limited to code, software output, screen displays, file hierarchies, graphics and user interfaces) formulas, data, specifications, schematics, inventions, techniques, product designs, product descriptions, operation and maintenance documentation, training manuals, strategies, business activities, including but not limited to business outlooks, revenues and pricing, and trade secrets, and may include confidential and/or proprietary information obtained from third Parties; and

WHEREAS each Party in possession of information (the "Disclosing Party") desires to disclose some of its information to the other Party (the "Receiving Party") subject to the terms and conditions of this Agreement.

NOW, therefore, the Parties agree as follows:

1. As used herein "Proprietary Information" shall mean any current and future product information, financial and other business information including, but not limited to processes, pricing, technical, trade secrets or competition-sensitive information developed by or on behalf of the Disclosing Party, at its private expense and which the Disclosing Party, in good faith, considers to be competitively valuable or sensitive and shall include the following:
  - (a) Information that is disclosed in written or other tangible, retainable form, the cover page and/or each drawing, sheet, page, or equivalent place containing such information shall be marked with the legend "DISCLOSING PARTY'S PROPRIETARY INFORMATION" or accompanied by documents clearly and conspicuously designating them as "confidential" or the equivalent. The Disclosing Party shall not mark as Proprietary Information any information which it does not, in good faith, believe to be a trade secret or otherwise be entitled to such marking.
  - (b) Information that is disclosed orally, the information shall be deemed to be Proprietary Information if it is identified as such at the time of disclosure.

2. In the event of a conflict between the terms of this Agreement and any specific restriction embodied in a legend marked on, or statement associated with the information disclosed, the obligations, restrictions and duties of the Parties shall be determined under this Agreement.
3. Each Party hereby agrees as follows:
  - (a) For a period of two (2) years following the Execution Date of this Agreement, to hold in confidence the information designated as Proprietary Information, and to use such information only for the purposes contemplated by this Agreement and to refrain from disclosing same to third parties, subject to sub-paragraph (b) of this Article. The foregoing restrictions shall not apply to, and the term "Proprietary Information" shall not include any information that:
    - (i) is or becomes available to third parties or the general public without restrictions and without breach of this Agreement by the Receiving Party; or
    - (ii) was, at the time of receipt, otherwise known to the Receiving Party free of restrictions on further disclosure; or
    - (iii) was developed independently by the Receiving Party before or after the Execution Date of this Agreement, provided either Party's Proprietary Information is not used as a basis for such development(s); or
    - (iv) becomes known or available to the Receiving Party from a source other than the Disclosing Party, without breach of this Agreement by the Receiving Party; or
    - (v) is furnished to a third party by the Disclosing Party without parallel restrictions on the third party's rights of use and disclosure; or
    - (vi) is approved for release or disclosure by the Disclosing Party's written authorization.
  - (b) Both Parties expressly acknowledge that they may wish to disclose Proprietary Information received hereunder to its employees, agents, consultants, business associates and affiliates that have a reasonable need to know for the purpose(s) stated in the Recitals to accomplish the purposes for which this Agreement has been executed and delivered; provided, however, that \_\_\_\_\_ and UNIPOWER shall prevent their employees, agents, potential investors, consultants, business associates and affiliates from handling, using, treating, or utilizing such Proprietary Information in such a manner that, if done by such Party would be a violation of this Agreement and provided further that \_\_\_\_\_ and UNIPOWER shall be responsible for any improper disclosure of Proprietary Information made by any of their employees, agents, consultants, business associates, or affiliates to the same extent as if \_\_\_\_\_ and UNIPOWER had made such improper disclosure. Furthermore, \_\_\_\_\_ and UNIPOWER agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain such employees, agents, , consultants, business associates and affiliates from prohibited or unauthorized disclosure or use of the Proprietary Information.
  - (c) No license, express or implied, in Proprietary Information is granted to a Receiving Party other than to use the same for the purposes authorized under this Agreement. Nothing in this Agreement shall restrict any more extensive rights that the Receiving Party may have to disclose or use the Proprietary Information, whether under any other agreement between the Parties or where the Receiving Party has lawfully obtained the Proprietary Information from some other source.
  - (d) If the Receiving Party is required by a government body or court of law to disclose Proprietary Information, the Receiving Party agrees to give the Disclosing Party reasonable

advance notice so that Disclosing Party may contest the disclosure or seek a protective order.

4. Each Party shall restrict disclosure of Proprietary Information to its employees or agents with a need to know.
5. Except as otherwise expressly stated herein, neither the execution of this Agreement nor the furnishings of any Proprietary Information hereunder shall be construed by either Party as granting any right or license under any trade secrets, copyrights, patents, or application for patent, now or hereafter owned or controlled by the Party furnishing the Proprietary Information, or under any trade secrets, copyrights, or patents in which the Party furnishing the information is now licensed.
6. This Agreement is only for the purpose of protecting Proprietary Information and shall not be construed by either Party to be a teaming agreement, joint venture, or other similar contractual arrangement, or as an obligation to exchange Proprietary to enter into a contract, subcontract, or other business relationship. Each Party shall bear all costs and expenses incurred in connection with this Agreement.
7. Each Party warrants that it has the expressed right to transmit, disclose and otherwise dispose of its Proprietary Information and ideas disclosed hereunder.
8. No modification of this Agreement shall be binding on a Party unless such modification is in writing and is signed by a duly authorized representative of both Parties.
9. Proprietary Information disclosed hereunder may not be copied or reproduced by the Receiving Party without the written permission of the Disclosing Party, except for such copies as may reasonably be necessary to perform the activities contemplated by this Agreement. Except to the extent Proprietary Information cannot be returned or destroyed (or deleted, in the case of information stored in computer hard drives or cloud solutions) or to the extent the Receiving Party is advised by legal counsel that complying with such request would be prohibited by applicable law, the Receiving Party shall promptly return or destroy or delete all the copies of the Proprietary Information that it has been furnished hereunder, as well as any copies reproduced under the authority of this paragraph, when requested by the Disclosing Party in writing or, in the alternative, certify to the destruction of same. Any Proprietary Information that cannot be returned or destroyed or deleted will remain confidential, subject to the terms of this Agreement.
10. This Agreement shall expire two (2) years from the Execution Date and may be terminated by either Party by giving thirty (30) days written notice to the other. Articles 3, 9, 11, 12 and 13 shall survive any such termination with respect to any Proprietary Information exchanged prior to the effective date of termination, for a period of three (3) years from such termination date. In the event of such early termination, the Parties shall maintain the confidentiality obligations of this Agreement for two (2) years from such termination date.
11. The Parties agree that:
  - (a) any unauthorized use of any of another Party's Proprietary Information in violation of this Agreement may cause such other Party irreparable harm for which it may have no adequate remedy at law. Accordingly, such other Party shall be entitled to seek immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other remedies available to such other Party,

(b) without limiting the generality of the disclaimer in sub-paragraph (a) of this Article, both Parties shall exert the same standard of care, but no less than a reasonable degree of care, as it uses to protect its own Proprietary Information. Both Parties agree to ensure that all of their employees or agents and those other parties to whom the Proprietary Information is disseminated pursuant to Article 3 (b) hereof will adhere to agreements of confidentiality that contain terms similar to the terms of this Agreement.

- 12. In the event any Party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing Party shall be entitled to recover, its reasonable attorney's fees and costs incurred in connection therewith.
- 13. Each of the Parties agrees that it will comply with the requirements of the U.S. Export Administration Regulations and all other applicable laws and regulations governing such Party's conduct in connection with this Agreement, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any laws or regulations of the U.S. Department of Commerce Bureau of Industry and Security and shall not export, directly or indirectly, any technical data acquired from the Disclosing Party under this Agreement, or any products utilizing any such data, to any country for which the U.S. Government or any agency thereof, requires an export license, according to their laws and regulations, or other government approval, without first obtaining such license or written approval. The duties of the Parties prescribed in this paragraph shall survive the termination of this Agreement.
- 14. Neither Party shall use directly or indirectly the other Party's names or marks in any advertising, sales promotion, press release or other materials without the prior written consent of such Party.
- 15. This Agreement shall be governed and interpreted in all respect in accordance with the laws of the State of TENNESSEE, USA.
- 16. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Parties. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. The waiver of any breach of this Agreement will not operate or be interpreted as a waiver of any other subsequent breach of this Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes any and all prior negotiations, understandings, and agreements between the Parties relating thereto. This Agreement may be executed in counterparts; each of which will be deemed to be an original, but all of which together will be deemed to be one and the same instrument. This Agreement may also be executed by exchange of facsimile or other electronic transmissions between the Parties.

**AGREED**

UNIPOWER, LLC

\_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_