

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement dated _____ (the “**Effective Date**”), is entered into between Deployable Energy Limited, a Delaware corporation and _____, a _____ with an address at _____.

1. **Definitions.** The following capitalized terms, as used in this Agreement, shall have the meanings set forth below.

Disclosing Party: means the party disclosing Proprietary Information to the Recipient.

Proprietary Information: means all trade secrets and any information disclosed by the Disclosing Party to the Recipient either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, software, technical documentation and pricing), whether or not marked or designated as “Confidential,” “Proprietary” or some similar designation. Proprietary Information includes, without limitation:

- (a) all information concerning the Disclosing Party and its affiliates’, and their customers’, suppliers’ and other third parties’ past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;
- (b) the Disclosing Party’s trade secrets, know-how, unpublished patent applications, unpatented inventions, ideas, methods and discoveries, and other confidential intellectual property;
- (c) the Disclosing Party’s designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;
- (d) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives;
- (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the information described in this definition; and

- (f) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

Recipient: means the party receiving Proprietary Information from the Disclosing Party.

Representatives: means a party's directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and members of advisory boards).

2. **Purpose.** The parties intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that each party will disclose or deliver to the other party and to such party's Representatives certain of its Proprietary Information for the purposes of enabling the other party to evaluate the feasibility of such business relationship and to perform its obligations and exercise its rights under any such business relationship that is agreed to between the parties (the "**Purposes**"). The parties are entering into this Agreement in order to assure the confidentiality of such Proprietary Information in accordance with the terms of this Agreement. This Agreement shall not be construed in any manner to be an obligation to enter into any definitive agreement or to result in any claim whatsoever by one party against the other for reimbursement of costs for any efforts expended with respect to the proposed business relationship.

3. **Scope of Agreement.** This Agreement applies to all Proprietary Information disclosed between the parties from and after the Effective Date.

4. **Use and Disclosure of Proprietary Information.** The Recipient and its Representatives shall use the Disclosing Party's Proprietary Information only for the Purposes and such Proprietary Information shall not be used for any other purpose without the Disclosing Party's prior written consent. The Recipient and its Representatives shall:

- (a) protect and safeguard the confidentiality of all such Proprietary Information with at least the same degree of care as the Recipient would protect its own Proprietary Information;
- (b) not use the Disclosing Party's Proprietary Information in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around the Disclosing Party's proprietary services, products and/or intellectual property; and
- (c) not disclose any such Proprietary Information to any person or entity other than the Recipient's Representatives who: (i) need to know the Proprietary Information to assist the Recipient, or act on its behalf, in relation to the Purposes or to exercise its rights under this Agreement; (ii) are informed by the Recipient of the confidential nature of the Proprietary Information; and (iii) are

subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement.

5. **Breach by Representatives.** The Recipient agrees that it is responsible for any breach of the terms of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Proprietary Information.

6. **Limitation on Obligations.** The obligations of the Recipient specified in Section 4 above do not apply, and the Recipient has no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- (a) is or becomes publicly available without Recipient or its Representatives violating this Agreement;
- (b) is in the Recipient's possession prior to disclosure by the Disclosing Party;
- (c) becomes known to the Recipient through disclosure by sources other than the Disclosing Party without such sources violating any confidentiality obligations; or
- (d) is independently developed by the Recipient without reference to or reliance upon the Disclosing Party's Proprietary Information.

7. **Compelled Disclosure.** The Recipient will be entitled to disclose any Proprietary Information if and to the extent that it is required to do so by any law, court or regulatory authority, provided that Recipient will promptly notify the Disclosing Party in writing upon becoming aware of any such requirement and shall co-operate with the Disclosing Party regarding the timing and content of such disclosure or any action the Disclosing Party may reasonably elect to take to challenge the validity of such requirement.

8. **Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party or as otherwise agreed between the parties, provided however, that the confidentiality obligations of this Agreement, as they apply to any Proprietary Information disclosed prior to such termination shall survive in perpetuity.

9. **Return of Proprietary Information.** The Recipient shall, upon the Disclosing Party's written request, either return to the Disclosing Party or destroy, as directed by the Disclosing Party in such written request, all Proprietary Information received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproductions thereof). In addition, the Recipient shall destroy (a) any of the Disclosing Party's Proprietary Information (and all copies and reproductions thereof) that is in electronic form or cannot otherwise be returned to the Disclosing Party and (b) any notes, reports

or other documents prepared by the Recipient that contain any of the Disclosing Party's Proprietary Information, provided however that the Recipient may retain such of the documents it prepared for such period as is necessary to enable Recipient to comply with its written document retention policy. Notwithstanding the return or destruction of the Proprietary Information, the Recipient and its Representatives will continue to be bound by their confidentiality obligations and other obligations hereunder.

10. **Ownership of Proprietary Information.** The Recipient agrees that it does not receive any right, title or interest in, or any license or right to use, the Disclosing Party's Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise. Each of the parties represents, warrants and covenants that the trade secrets that it discloses to the other party pursuant to this Agreement have not been stolen, appropriated, obtained or converted without authorization.

11. **Integration.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and discussions between the parties concerning such subject matter.

12. **Amendment.** This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed or modified only by an agreement in writing signed by authorized representatives of both parties.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to conflict of law principles that would result in the application of any law other than the laws of such state.

14. **Waiver.** No waiver of any term or condition of this Agreement shall be valid or binding on either party unless it has been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

15. **Headings.** The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

16. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by electronic means or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party at its principal office, attention of the President, or as otherwise specified by such party. Notwithstanding the foregoing, either party may, in its sole discretion, decide to deliver any documents or notices related to this Agreement by email or any other electronic means and the parties agree to receive such documents and notices by such electronic delivery and agree to participate through an on-line or electronic system established and maintained by either party for such purpose.

17. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

18. **Assignment.** The parties may not assign this Agreement or any right or obligation under this Agreement without the written consent of the other party, except that either party may assign the Agreement to its successor or any entity by reason or merger, reorganization, sale of all or substantially all of the party's assets, change of control or operation of law.

19. **Enforcement.** The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Proprietary Information or any other breach of this Agreement by Recipient or its Representatives. The Recipient agrees that any breach of this Agreement may cause the Disclosing Party substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies that may be available, the Disclosing Party has the right to specific performance and other injunctive and equitable relief.

20. **Execution.** For the convenience of the parties, this Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a ".pdf" format data file, or by electronic signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, ".pdf", or electronic signature page were

an original thereof. Further, the parties agree to being subject to the provisions of the Electronic Signatures in Global and National Commerce Act - E-SIGN and any amendments thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Deployable Energy Limited

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____