

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “**Agreement**”), dated \_\_\_\_\_, 202\_ (the “**Effective Date**”), is entered into by and between EVAP Investment LLC (EVAP), a corporation with registered offices at Level 51Addax Tower, Al Reem Island, Abu Dhabi 47175, United Arab Emirates and \_\_\_\_\_, a \_\_\_\_\_ with registered offices at \_\_\_\_\_. COMPANY and EVAP may be referenced herein as a “**Party**”, and together as the “**Parties**”.

In consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Background. In connection with the consideration by the Parties of entering a possible business relationship (the “**Proposed Business Relationship**”), each Party is prepared to disclose to other Party certain information concerning its proprietary technology, business, finances and operations. As a condition to such disclosure, each Party hereby agrees to treat any Confidential Information (as defined below), provided to such Party (the “**Receiving Party**”) by or on behalf of the other Party (the “**Disclosing Party**”), in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions as set forth herein. The parties wish to receive and provide each other Confidential Information for purposes of the Proposed Business Relationship, and each Party is willing to provide such Confidential Information to the other Party and its principals, members, directors, officers, employees, agents and advisors (collectively, “**Representatives**”), on the terms set forth in this Agreement.

2. Confidential Information. As used in this Agreement, “**Confidential Information**” shall mean any and all technical and non-technical information disclosed, displayed, demonstrated or otherwise furnished (whether orally, visually, in writing, graphically, by demonstration or otherwise) to the Receiving Party by or on behalf of the Disclosing Party or its affiliates in connection with the Proposed Business Relationship, including but not limited to information regarding (a) patent and patent applications, (b) trade secret, and (c) proprietary information, ideas, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Disclosing Party, and including, without limitation, the Disclosing Party’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party provides regarding or received from third parties.

3. Exclusions. The term “Confidential Information” does not include information which the Receiving Party can establish (a) was or became generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives, (b) was within the Receiving Party’s possession without any obligation of confidentiality prior to its

being furnished to the Receiving Party pursuant hereto, (c) became available to the Receiving Party from a third party having the legal right to disclose such information without restriction, or (d) was independently developed by personnel of the Receiving Party without access to, knowledge of or use of the Disclosing Party's Confidential Information. The occurrence of any of the circumstances described in clauses (a), (b), (c) or (d) of this paragraph 3 shall not be construed as granting any rights, either express or implied, under any of the Disclosing Party's intellectual property rights, including but not limited to trade marks, trade names, service marks, patents, patent applications (including continuations, continuations-in-part, divisional, provisional and reissue applications) and copyrights including registrations and applications therefor and extensions thereof (collectively, "**Intellectual Property Rights**"), which relate in any way to the Disclosing Party's Confidential Information.

4. Use and Non-Disclosure of Confidential Information. Each Party hereby agrees that it and its Representatives shall (a) use the Confidential Information of the other Party solely for the purpose of evaluating such Party's interest in the Proposed Business Relationship, (b) use the same degree of care as such Party accords to its own Confidential Information, but not less than reasonable care, in protecting the Confidential Information of the other Party, and (c) hold the Confidential Information of the other Party in strict confidence and not disclose any of the Confidential Information of the other Party to any person or entity in any manner whatsoever except as approved in writing by an authorized representative of the other Party; *provided, however,* that such Confidential Information may be disclosed to the Receiving Party's Representatives who have a bona fide need to know such information for the sole purpose of evaluating and, if applicable, performing the Proposed Business Relationship, who have been informed of the confidential nature of the Confidential Information and who are bound by confidentiality agreements or confidentiality obligations (in the case of directors and attorneys) at least as restrictive as those contained herein. Each Party shall be responsible for any breach of this Agreement by any of its Representatives.

5. Ownership and Return or Destruction of Confidential Information. Each Party agrees that the Disclosing Party is and shall remain the exclusive owner of its Confidential Information and all Intellectual Property Rights therein. No license or conveyance of any such rights to either Party by the other Party is granted or implied under this Agreement or otherwise and any such license rights may only be granted in a definitive written license agreement executed by the Parties. If either Party decides that it does not wish to proceed with the Proposed Business Relationship, such Party will promptly inform the other Party of that decision. In that case, or at any time upon the request of the Disclosing Party for any reason or for no reason, the Receiving Party will promptly destroy all Confidential Information (and all copies thereof) of the Disclosing Party, and certify in writing that such destruction has occurred. Notwithstanding the destruction of Confidential Information, each Party will continue to be bound by the obligations set forth herein.

6. Required Disclosure. In the event that the Receiving Party or any of its Representatives are required by applicable law, regulation or legal process to disclose any of the Confidential Information of the Disclosing Party, prior to making such disclosure, the

Receiving Party shall notify the Disclosing Party as promptly as possible so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event of any such required disclosure, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required and will request that the applicable legal authority hold the Confidential Information in confidence.

7. Proposed Business Relationship. This Agreement does not obligate either Party to enter into any agreement regarding the Proposed Business Relationship or otherwise impose any obligations on either Party except as expressly set forth herein, and no contract or agreement regarding the Proposed Business Relationship shall be deemed to exist unless and until a definitive written agreement with respect thereto has been executed and delivered by each Party.

8. Term. This Agreement shall automatically terminate five (5) years from the Effective Date (unless the parties otherwise agree in writing prior to such date) and thereafter shall be of no force or effect. The Agreement may also be terminated by written agreement of the parties; *provided*, that the obligations contained herein shall survive such termination until the fifth (5<sup>th</sup>) anniversary of the Effective Date unless the parties otherwise explicitly agree or explicitly supersede this agreement with another form of confidentiality agreement in connection with such termination.

9. Miscellaneous. (a) This Agreement supersedes all prior agreements, written or oral, between the Parties regarding the subject matter hereof. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by the parties. In the event the parties proceed with the Proposed Business Relationship, this Agreement will continue to govern all exchanges of Confidential Information between the parties unless expressly superseded by subsequent confidentiality provisions.

(b) Neither Party may assign any of its rights or obligations under this Agreement, either voluntarily or by operation of law, without the prior written consent of the other Party, which consent may be withheld by such Party in its sole discretion[, provided that a Party may, without consent, assign this Agreement to any successor to its business as a result of any merger, change of control or sale of all or substantially all of its assets]. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

(c) Any notice required or permitted to be given by either Party under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail – return receipt requested and postage prepaid, or sent by nationally recognized overnight commercial courier service, to the other Party at its address set forth in the first paragraph of this Agreement, or such new address as may from time to time be supplied hereunder by proper notice as specified herein.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the United Arab Emirates, without reference to any conflicts of laws rules.

(e) If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, then such provision will be severed and if possible replaced with a similar provision which conforms with applicable law and embodies as closely as possible the original intent of the parties, and in any event the remainder of this Agreement will remain in full force and effect according to its terms.

(g) The parties agree that any breach of this Agreement will cause substantial and irreparable damages and, therefore, in the event of any such breach, actual or threatened, in addition to any other remedies which may be available, and the injured party shall have the right to obtain specific performance and other injunctive and equitable relief.

(h) The Receiving Party shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**EVAP Investment LLC**

**COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: