



Non-Disclosure Agreement

This Non-Disclosure Agreement (the “**Agreement**”) is effective as of the last signature date below (the “**Effective Date**”), and is made by and between **WattEV CA2, Inc.**, a California corporation, (“**WattEV**”), and the Recipient identified below (“**Recipient**”). WattEV and Recipient may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

1. **Purpose.** WattEV and Recipient wish to explore a potential strategic and/or commercial business transaction between the Parties (“**Potential Transaction**”) and, in connection therewith, WattEV may disclose or make available to the Recipient certain Confidential Information (as defined below). Parties agree that the disclosure of the Confidential Information is necessary to the discussions, negotiations and collaborations regarding the Potential Transaction, and it is in their mutual interest to protect the Confidential Information from unauthorized disclosure or misappropriation.

2. **Confidential Information.** Confidential Information is all non-public information in any form, furnished to Recipient or to which the Recipient is exposed to, during the term of this Agreement that, given the nature of the information or the circumstances surrounding its disclosure, a reasonable person knows or reasonably should understand to be confidential. For avoidance of doubt, Confidential Information shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), marketing plans, site plans, drawings, sketches, business plans, technical procedures, financial information, tax returns, and other business information, relating to WattEV’s business, assets, operations or contracts, furnished to the Recipient and/or Recipient’s affiliates during the term of this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any analyses, compilations, work product, studies, and other materials prepared by or in the possession or control of the Recipient, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information.

3. **Form of Disclosure.** Confidential Information may be written, oral, electronic, visual, or by demonstration, or in some other form not permanently recorded, and shall be considered Confidential Information regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information may also be disclosed via cloud services or access to WattEV’s servers.

4. **Exclusions.**

a. Confidential Information excludes information that, if through evidence, (i) was publicly known at the time of disclosure, or thereafter becomes publicly known through no fault of the Recipient; (ii) was already in the Recipient’s possession without restrictions at the time of its disclosure; (iii) is subsequently disclosed to the Recipient on a non-confidential basis by a third party without violating any obligation of confidentiality relating to the information disclosed; (iv) is independently developed by Recipient; or (v) is made available to third parties by WattEV without restrictions on use or disclosure.

b. If Recipient is required by law, regulation, or court order to disclose Confidential Information, Recipient shall, to the extent legally permitted: (i) provide prompt written notice to WattEV so that WattEV may seek a protective order or other protections to maintain confidentiality of its Confidential Information; and (ii) disclose only such portion of the Confidential Information that it must furnish as instructed by legal counsel.

5. **Confidentiality, Non-Use and Non-Disclosure.** Unless otherwise expressly authorized by this Agreement, or in writing by WattEV, Recipient shall:

a. Protect WattEV’s Confidential Information, maintain its confidentiality, and safeguard against its unauthorized or accidental use or disclosure with the same degree of care as Recipient treats its own Confidential Information, which shall in no event be less than reasonable care;

b. Limit access of Confidential Information to only its affiliates and representatives having a need to know for the Purpose (“**Representatives**”);

c. Not use, or allow the use of, Confidential Information for any reason except for the Potential Transaction;

d. Not obtain any intellectual property rights based upon, or derived from, Confidential Information;

e. Not reverse engineer, test, analyze, or attempt to derive any properties from any materials or samples provided by WattEV; and

f. Be responsible for a breach of this Agreement by its affiliates and Representatives.

6. **Termination; Period of Protection.**

a. This Agreement covers Confidential Information disclosed on or before the Effective Date and continues in effect until terminated by either Party. Either Party may terminate this Agreement at any time, without any liability for such termination, by giving thirty (30) days’ prior written notice to the other Party. Termination shall end all activity in connection with the Potential Transaction but shall not affect the obligations created in this Agreement with respect to the Confidential Information disclosed hereunder. Upon request, Recipient shall destroy all Confidential Information and provide an acknowledgement that the Confidential Information has been destroyed.

b. Recipient shall have an obligation to treat the Confidential Information of WattEV in accordance with this Agreement for a period of three (3) years after termination, after which period, the duties of Recipient with respect to the Confidential Information that it has received from WattEV shall

be governed solely by copyright, patent, and trade secret laws.

7. **No License.** WattEV shall retain ownership of all rights, including all intellectual property rights, in its Confidential Information. Nothing in this Agreement shall be deemed by implication or otherwise to convey to Recipient any right under any patent, patent application, invention, or other proprietary right owned by WattEV, or anyone associated with WattEV. Recipient agrees not to assert any claim of title or ownership to the Confidential Information or any portion thereof.

8. **CCPA.** Parties acknowledge that Confidential Information may include information or data that identifies, relates to, or is capable of being associated with or linked to an individual person and as such may be protected as personal data under certain data protection laws ("**Personal Data**"). Neither Party shall take any action that would cause the other Party to be deemed to have sold or shared any Personal Data in connection with this Agreement.

9. **Non-Solicitation.** For a period of twelve (12) months following the termination of this Agreement, Recipient shall not directly or indirectly solicit, induce, recruit or encourage any of Discloser's employees or consultants to terminate their relationship with Discloser, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of Discloser, either for itself or for any other person or entity.

10. **Obligations.**

a. This Agreement does not create an obligation to disclose Confidential Information. No warranties are made whether express, implied, or statutory.

b. The disclosure of information pursuant to this Agreement is subject to all applicable laws and regulations including all export laws and regulations of the jurisdiction(s) in which the transfer of Confidential Information occurs. If applicable, each Party shall be responsible for obtaining any necessary export licenses or other governmental authorizations for its disclosure of any Confidential Information governed by this Agreement.

11. **Relationship.** Nothing contained herein shall be deemed to create any relationship of agency, joint venture or partnership. The Parties hereto shall not have any power to commit, contract for or otherwise obligate the other Parties.

12. **Controlling Law; Disputes.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California, USA, excluding its conflict of laws provisions. Parties consent and agree that courts of competent jurisdiction located in Los Angeles County, California, shall have exclusive jurisdiction over any dispute, controversy, or claim between the Parties relating to this Agreement. Parties agree that Recipient's breach of the confidentiality obligations of this Agreement would result in irreparable harm or injury to WattEV. In such a case, WattEV may at any time seek any equitable, injunctive, interim, or provisional relief in any court of competent jurisdiction. The Recipient waives any objection that it may have to such court on the grounds of inconvenient forum or lack of personal jurisdiction. Nothing herein shall be construed as prohibiting WattEV from pursuing any other available remedy for unauthorized use or disclosure, or for breach or threatened breach of this Agreement. If an action is brought for the enforcement of any term of this Agreement, the prevailing party shall be entitled to its attorney's fees and all costs including court costs and expert fees.

13. **Amendment; Assignment.** This Agreement may not be amended or assigned (in whole or in part) except by a written instrument signed by an authorized representative of each Party.

14. **Miscellaneous.**

a. This Agreement constitutes the entire understanding and agreement between the Parties relating to the use of Confidential Information.

b. Nothing in this Agreement shall supersede or in any way modify the terms, conditions, rights, or obligations of the Parties set forth in any other agreements between the Parties unless expressly stated herein.

c. The invalidity of any portion of this Agreement shall not render any other portion invalid.

d. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of the counterparts together shall constitute one and the same instrument.

16. **Electronic Signatures.** An electronic signature on any counterpart of this Agreement is a true and legally binding signature with the same force and effect as an original.

17. **Notices.** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or overnight mail at the addresses provided below.

Parties, intending to be legally bound, have caused their authorized representatives to sign below:

"WattEV":
WattEV CA2, Inc.
A California corporation

By: _____
Its: _____
Date: _____

Address: 444 West Ocean Boulevard
Suite 1250
Long Beach, CA 90802
Email: Legal@WattEV.com

"Recipient":
Entity Name: _____
Entity's State of Formation: _____

By: _____ (signature)
Print Name: _____
Its: _____
Date: _____
Address: _____

Email: _____