# MUTUAL NON-DISCLOSURE AGREEMENT

“Effective Date” means: \_\_\_\_\_\_\_\_\_\_\_

“One Energy” means: **One Energy Enterprises LLC, a** Delaware limited liability company, and collectively including its subsidiaries and affiliates

 Address: 12385 Township Rd 215

North Findlay Wind Campus

Findlay, OH 45840

Email: contracts@oneenergyllc.com

Phone: 877.298.5853

Individual: Jereme Kent, CEO

“Finance Partner” means: **\_\_\_\_\_\_\_\_\_\_\_\_\_**, a \_\_\_\_\_\_\_\_\_ corporation/limited liability company, and collectively including its subsidiaries and affiliates

 Address:

Email:

Phone:

Individual:

“Potential Relationship” means:

1. One Energy is an energy innovation company and originator of commercial and industrial wind energy facilities and projects.
2. Finance Partner is an institutional provider of equity or other forms of finance into investee companies.
3. One Energy and Finance Partner wish to evaluate potential investments by Finance Partner in One Energy.

“Governing Law State” means: Delaware

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of the Effective Date, by and between One Energy and Finance Partner, each individually a “Party” and collectively the “Parties”. When used in this Agreement, references to Party includes such Party’s principals, controlling persons, shareholders, affiliates, employees, agents, officers, directors, advisors, consultants and legal counsel (such Party’s “Representatives”), unless the context clearly indicates otherwise.

To facilitate discussions and/or negotiations related to the Potential Relationship the Parties may share Confidential Information (as defined below) with each other.

Under this Agreement, the Parties seek to set forth in writing the basis for disclosure of Confidential Information, with a view to ensuring the protection and confidentiality of such Confidential Information.

Now, therefore, in consideration of the promises and of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. ***Confidential Information Defined:*** As used herein, “Confidential Information” means, whether in oral, written or electronic form, any and all financial and non-financial information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), and includes, without limitation, the following: the existence and terms of this Agreement; technical specifications and operating manuals; information relating to, and descriptions of, current, future, or proposed products and services and combinations of products and services; financial data, reports, schedules, forecasts, projections, statements, and information; security procedures; computer programs, software, source codes, and specifications and software documentation; ideas, concepts, inventions, copyrighted materials, advertising and promotional materials, and other intellectual property; lists, records, and other information identifying or relating in any way to employees, customers, and prospective customers; policies, practices and procedures; and every study, report, summary, analysis, notation, synopsis, compilation, and other document that is prepared by the Receiving Party or its representatives and contains or reflects any information concerning the Disclosing Party that was obtained or received by the Receiving Party from the Disclosing Party.
2. ***Non-Disclosure Obligation:*** Subject to Section 3, the Receiving Party agrees that at all times it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those Representatives of the Receiving Party having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. No Receiving 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 Disclosing Party, except to the Disclosing Party.
3. ***Excluded Information:*** The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate by competent written evidence that such portion of the Confidential Information:
	1. Is already known to or developed by the Receiving Party prior to any disclosure to it by the Disclosing Party;
	2. Is or becomes generally available to the public other than as a result of a breach of this Agreement, or any other act or omission, by the Receiving Party in violation of the terms hereof;
	3. Is or becomes available to the Receiving Party from a source other than the Disclosing Party that Receiving Party reasonably believes is on a non-confidential basis; or,
	4. Was expressly stated, in writing, by the Disclosing Party to not be Confidential Information.
4. ***Legally Required Disclosure:*** Notwithstanding Section 3 above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by legal process or a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure, if permitted. If requested by the Disclosing Party, the Receiving Party shall cooperate with Disclosing Party and take any other necessary steps to seek a protective order or other appropriate remedy to the extent that the Receiving Party is legally permitted to do so, in each case at the expense of Disclosing Party.
5. ***Destruction of Information:*** At the request of the Disclosing Party, the Receiving Party shall promptly, at the Receiving Party’s election, either redeliver to the Disclosing Party all written or electronic Confidential Information received from the Disclosing Party or destroy all such written or electronic Confidential Information then in the Receiving Party’s possession; however, Receiving Party may retain one (1) copy of such Confidential Information if required to be retained by law subject to the requirements of Section 3. The terms of this Section 5 shall survive any termination or expiration of this Agreement.
6. ***Limitations:*** The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, 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. Nothing contained in this Agreement shall be construed to create any partnership, joint venture, or other business relationship that is not expressly enumerated herein. This Agreement does not obligate the Parties to share Confidential Information.
7. ***Accuracy of Information:*** The Receiving Party understands that the Disclosing Party has not made and does not make any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information as part of this Agreement.
8. ***Term of Agreement:*** This Agreement and all of the obligations herein shall remain in effect until the execution of a definitive agreement with respect to the Potential Relationship that expressly supersedes this Agreement, or for a period of two (2) years from the Effective Date, whichever is shorter. The term of this Agreement will automatically extend during any such time as the Parties are continuing discussions regarding a Potential Relationship.
9. ***Injunctive Relief:*** Each Party acknowledges that its breach or threatened breach of this Agreement may cause irreparable damage to the other Party and that monetary damages alone would not be a sufficient remedy 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 in law or equity by a court of competent jurisdiction.
10. ***Execution Drafting and Interpretation:*** Both parties acknowledge that they are sophisticated parties with respect to similar agreements and similar relationships. This Agreement will be governed by and construed in accordance with the laws of the Governing Law State without reference to conflict of laws principles. This Agreement may only be amended in writing by both Parties. Capitalized terms, as used in this Agreement, have the defined meaning enumerated in the definition of the term. Terms in this Agreement are defined in quotes. Headings are for reference only. 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 all lawful provisions shall survive such finding. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. This Agreement may be executed with electronic signature or by other electronic means. The undersigned individual represents and warrants that they have the authority to execute this Agreement. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

## EXECUTION

The Parties, intending to be legally bound, have caused this Agreement to be executed as of the Effective Date.

**One Energy:** **Finance Partner:**

One Energy Enterprises LLC [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

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By: Jereme Kent By:

Its: Chief Executive Officer Its: