

UNILATERAL NONDISCLOSURE AGREEMENT

This unilateral nondisclosure agreement (“**Agreement**”) is between BLUE WAY TECHNOLOGIES LLC, an Ohio limited liability company (the “**Disclosing Party**”) and _____ (the “**Receiving Party**”)

The Disclosing Party has developed certain confidential information that it desires to make available to the Receiving Party for the purpose of informing the Receiving Party so that the Receiving Party may conduct business with the Disclosing Party.

The Receiving Party desires to review, examine, inspect, or obtain the confidential information only for the above-described purposes, and to otherwise maintain the confidentiality of that information pursuant to this Agreement.

Now, therefore, for and in consideration of the foregoing premises, and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. CONFIDENTIAL INFORMATION.

The Disclosing Party may (but is not required to) disclose certain of its Confidential Information to the Receiving Party. “**Confidential Information**” means:

- (a) any confidential and/or proprietary information relating to the Disclosing Party or its current or proposed business that is disclosed or made available to the Receiving party under this Agreement that is not generally known outside of the Disclosing Party, including, but not limited to, financial statements, budgets and projections, customer identifying information, affiliations, business practices, potential and intended customers, potential and intended partners, employers, employees, project summaries, products, computer programs, specifications, process diagrams, flow diagrams, electrical diagrams, electrical schematics, calculations, concepts, logic diagrams, renderings, patents, patent applications, patent proceedings, trademarks, manuals, software, analyses, strategies, material selections, product selections, marketing plans, business plans, ideas, methods, processes, know-how, trade secrets, discoveries, inventions, innovations, improvements, designs, techniques, research and development, contact information, addresses, and other confidential and/or proprietary information, whether provided orally, in writing, or by any other media, that was or will be:
 - (i) provided or shown to the Receiving Party or its directors, officers, shareholders, managers, employees, agents, and representatives (each a “**Receiving Party Representative**”) by or on behalf of the Disclosing Party or any of its directors, officers, employees, agents, and representatives (each a “**Disclosing Party Representative**”); or
 - (ii) obtained by the Receiving Party or a Receiving Party Representative from review of documents or property of, or communications with, the Disclosing Party or a

Disclosing Party Representative; and

- (b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection (a) (the “**Derivative Materials**”).

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.

- (a) **Confidentiality.** The Receiving Party shall, and shall ensure that each Receiving Party Representative shall keep confidential all Confidential Information disclosed prior to, on or after the Effective Date of this Agreement. Except as otherwise required by law, the Receiving Party and Receiving Party Representatives may not:

- (i) disclose any Confidential Information to any person or entity other than:
 - A. a Receiving Party Representative who needs to know the Confidential Information for the purposes of its business with the Disclosing Party; and
 - B. a Receiving Party Representative who signs a confidentiality agreement; and
 - C. with the Disclosing Party’s prior written authorization; or
- (ii) use the Confidential Information for any purposes other than those contemplated by this Agreement.

- (b) **No Reverse Engineering.** The Receiving Party may not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody any Confidential Information and that are provided to the Receiving Party under this Agreement.

3. EXCLUSIONS.

The obligations and restrictions of this Agreement do not apply to that part of the Confidential Information that the Receiving Party demonstrates:

- (a) was or becomes generally publically available other than as a result of a disclosure by the Receiving Party in violation of this Agreement;
- (b) was or becomes available to the Receiving Party on a nonconfidential basis before its disclosure to the Receiving Party by the Disclosing Party or a Disclosing Party Representative, but only if:
 - (i) the source of such information is not bound by a confidentiality agreement with the Disclosing Party or is not otherwise prohibited from transmitting the information to the Receiving Party or a Receiving Party Representative by a contractual, legal, fiduciary, or other obligation; and

- (ii) the Receiving Party provides the Disclosing Party with written notice of such prior possession either (A) before the execution and delivery of this Agreement or (B) if the Receiving Party later becomes aware (through disclosure to the Receiving Party) of any aspect of the Confidential Information as to which the Receiving Party had prior possession, promptly on the Receiving Party so becoming aware; or
- (c) is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However, the Receiving Party shall:
 - (i) provide the Disclosing Party with prompt notice of any such requirement before disclosure so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy; and
 - (ii) provide reasonable assistance to the Disclosing Party in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Disclosing Party grants a waiver under this Agreement, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or otherwise required to disclose. The Receiving Party shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed; or

- (d) was developed by the Receiving Party independently without breach of this Agreement.

3.1 The Receiving Party agrees that if any of the Confidential Information disclosed to it at any time by the Disclosing Party falls into an exception specified above, not to disclose the fact that such information was disclosed to the Receiving Party by the Disclosing Party or that the Confidential Information originated with the Disclosing Party, unless that fact is also published.

3.2 Confidential Information shall not be deemed to be within the exceptions specified above merely because it is embraced by more general published or known information. In addition, any combination of features shall not be deemed to be within the exceptions specified above merely because individual features are published or known, but only if the combination itself and its principle of operations, method or process are published or known.

3.3 If the Receiving Party believes that a particular portion of Confidential Information falls within one of the above exceptions, then the Receiving Party shall first discuss the matter with the Disclosing Party prior to disclosing any disclosed information to any third party.

4. RETURN OF PROPERTY.

If the Disclosing Party requests, the Receiving Party shall, and shall cause each Receiving Party Representative to promptly (and no later than 3 days after the request):

- (a) return all Confidential Information to the Disclosing Party; and
- (b) destroy all Derivative Material and within 3 days of this destruction, provide a written certificate to the Disclosing Party confirming this destruction.

5. NO PUBLICITY.

The parties shall keep the existence of this Agreement, and the transactions or discussions contemplated by this Agreement, strictly confidential, except as required by law and except as the parties otherwise may agree in writing before a disclosure.

6. OWNERSHIP RIGHTS.

The Receiving Party acknowledges that the Confidential Information is, and at all times will be, the Disclosing Party's sole property, even if suggestions made by the Receiving Party are incorporated into the Confidential Information. The Receiving Party hereby agrees that all subject matter developed by the Receiving Party for the benefit of the Disclosing Party shall be the property of the Disclosing Party and shall be considered Confidential Information, and the Receiving Party agrees to assign, and hereby assigns all such technology to the Disclosing Party. The Receiving Party obtains no rights by license or otherwise in the Confidential Information under this Agreement. Neither party solicits any change in the other party's organization, business practice, service, or products, and the disclosure of Confidential Information may not be construed as evidencing any intent by a party to purchase any products or services of the other party or as an encouragement to expend funds in development or research efforts. The Confidential Information may pertain to prospective or unannounced products. The Receiving Party may not use the Confidential Information as a basis on which to develop or have a third party develop a competing or similar plan or undertaking.

7. DEGREE OF CARE

The Receiving Party shall use the same level of care in safeguarding the Disclosing Party's Confidential Information that it uses or would use to protect its own confidential and proprietary information. In the event that the Receiving Party discovers any unauthorized disclosure of the Disclosing Party's Confidential Information that is in its possession, the Receiving Party shall immediately notify the Disclosing Party and shall use its best efforts to

prevent any further disclosure or unauthorized use thereof.

8. ATTORNEYS FEES

In the event a party hereto institutes any action or proceeding to enforce any term or provision of this Agreement, or for any damage by reason of any alleged breach of any term or provision of this Agreement, or to satisfy any term or provision hereof, the prevailing party shall be entitled to reimbursement by the losing party of all costs and expenses incurred as a result of such action or proceeding including, but not limited to, reasonable attorneys' fees.

9. TERM/TERMINATION

With respect to the disclosure of Confidential Information, this Agreement shall expire ten (10) years from the Effective Date, unless extended in writing signed by the parties. The provisions of confidentiality and non-use of the Confidential Information shall survive the expiration or termination of this Agreement for any cause and shall not be affected thereby.

10. NO OBLIGATION.

Nothing in this Agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity, if any, and to cease further disclosures, communications, or other activities under this Agreement on written notice to the other party. Any commitment to proceed with a transaction will be set forth in a separate agreement signed by the parties.

11. NO AGENCY

The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, agency, joint venture, or other business relationship of any kind between the parties. Neither party has authority to assume or create any obligation whatsoever, expressed or implied, on behalf or in the name of the other party, nor to bind the other in any manner whatsoever.

12. NO WARRANTY.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ANY SUCH INFORMATION.

13. GOVERNING LAW; EQUITABLE RELIEF.

(a) Choice of Law. The laws of the State of Ohio govern this Agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Any dispute arising under this Agreement that cannot be resolved by good faith business negotiations shall be resolved in the courts of the State of Ohio,

either the state courts located in Franklin County, Ohio or federal courts in the State of Ohio, and parties hereto consent to the jurisdiction of such courts, agree to accept service of process by regular mail, and waive any and all claims that such courts do not have personal jurisdiction over them, that such courts do not have subject matter jurisdiction to hear any dispute arising out of this Agreement, that venue is not proper in such courts, or that courts are an inconvenient or improper forum.

- (c) **Equitable Relief.** The Receiving Party's breach of this Agreement will cause irreparable harm to the Disclosing Party and monetary damages may not be a sufficient remedy for an unauthorized disclosure of the Confidential Information. If the Receiving Party discloses the Confidential Information in violation of this Agreement, the Disclosing Party may, without waiving any other rights or remedies and without posting a bond or other security, seek an injunction, specific performance, or other equitable remedy to prevent competition or further disclosure, and may pursue other legal remedies.

14. AMENDMENTS.

No amendment to this Agreement will be effective unless it is in writing and signed by a party or its authorized representative.

15. AGREEMENT BINDING ON SUCCESSORS

This Agreement and obligations of each party under this Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

16. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this Agreement, except with the prior written consent of the other party, which consent may not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 16, it is void.

17. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This Agreement, agreements ancillary to this Agreement, and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

18. SEVERABILITY.

If any provision in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

19. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this Agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this Agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Disclosing Party:
General Counsel of Law
Blue Way Technologies LLC
PO Box 10103
Columbus, OH 43201
United States of America
legal@bluewaywater.com

If to the Receiving Party:
Name: _____
Title: _____
Company: _____
Address Line 1: _____
Address Line 2: _____
Country: _____
Email: _____

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) of this section.

20. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

21. ENTIRE AGREEMENT.

This Agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Agreement by, and neither party is relying on, any statement, representation, warranty, or Agreement of the other party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

22. HEADINGS.

The descriptive headings of the sections and subsections of this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation.

23. EFFECTIVENESS.

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Agreement.

24. AUTHORIZATION TO SIGN

Each of the signatories to this Agreement represents and warrants that he or she has the full right, power and authority to execute this Agreement and to bind the party for which he or she is signing and that each party has the power and authority to perform its obligations under this Agreement.

25. NECESSARY ACTS; FURTHER ASSURANCES.

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates or to evidence or carry out the intent and purposes of this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

BLUE WAY TECHNOLOGIES LLC

Date: _____

By: _____

Name: _____

Title: Principal

COMPANY: _____

Date: _____

By: _____

Name: _____

Title: _____