

**MUTUAL NON-DISCLOSURE AGREEMENT
BETWEEN**

Your Company Name:

Your Company Address:

AND

**Vapor Propulsion Labs LLC (VPL)
397 Clark Ave Unit C, Paonia CO 81428**

Subject Matter: Electric bicycle components and related documents

Effective Date of Agreement:

Expiration of NDA: 2027/01/01

Period of Confidentiality: Ten (10) years from the date of disclosure of the Confidential Information.

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made as of the Effective Date of Agreement noted above, by and between the above parties.

BACKGROUND:

I. The parties desire to have discussions of or relating to the Subject Matter.

II. Such discussions will require disclosure by one party ("Disclosing Party") to the other party ("Recipient") of confidential, proprietary or trade secret information ("Confidential Information"), during the Period for Exchange of Information.

III. Both parties recognize the value of the Confidential Information and that it is in their mutual best interests to maintain the confidential, proprietary and secret nature of the Confidential Information.

THEREFORE, in consideration of the Subject Matter, and the mutual promises herein, the parties agree as follows:

1. CONFIDENTIAL INFORMATION. "Confidential Information" means confidential or other proprietary information disclosed by a Party to the other Party in any form, whether viewed or displayed, electronic, written or oral.

Confidential Information includes, but is not limited to documents, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, software, prototypes, samples, methodologies, formulations, patent applications, know-how, experimental results, specifications, trade secrets and other business information, regardless of its physical form or characteristics disclosed by one Party to another Party.

2. IDENTIFICATION. Information considered Confidential Information by Disclosing Party shall be clearly marked as "Confidential" or "Proprietary" or in a similar manner by Disclosing Party.

3. FORM OF DISCLOSURE. Confidential Information that is disclosed orally, visually or in some other form not permanently recorded shall be considered Confidential Information if it is identified as Confidential Information in writing by Disclosing Party within thirty (30) days after disclosure to Recipient.

4. PERIOD OF CONFIDENTIALITY AND NON-USE. During the Period of Confidentiality, Recipient will not disclose Confidential Information to any third party or use the Confidential Information for its own or any other party's benefit, except as provided in this Agreement. Recipient shall use the same degree of care to avoid disclosure or use of the Confidential Information as it uses for its own confidential, proprietary and trade secret information, but no case use less than a reasonable degree of care.

Recipient may disclose Confidential Information to its employees, agents and consultants who need access to the Confidential Information in the ordinary course of discussions ("Representatives"); provided, however, that Recipient

shall limit the disclosure, use of, and access to the Confidential Information solely to the Representatives to whom disclosure, use, or access is necessary in the ordinary course of the discussions and shall provide to the other Party in writing, if so requested, the names of such Representatives. Any of Recipient's employees and/or Representatives who may receive, have access to, or use any of the Confidential Information shall have signed a Non-Disclosure Agreement that requires that they not disclose or use confidential information received in connection with their employment. Recipient shall be liable to the Disclosing Party for any unauthorized or impermissible use or disclosure of the Confidential Information by any of its Representatives. In addition, VPL may disclose Bosch Confidential Information to VPL's third party OEM customers; provided, however, that VPL shall advise such customers of this Agreement and obtain the agreement of such customer to keep the Confidential Information confidential on terms at least as restrictive as the provisions hereof.

5. EXCLUSIONS. Recipient shall have no obligation of confidentiality with respect to any information which:

5.1. is already known and documented by Recipient, except as a result of any improper action or omission of the Recipient; or

5.2. is or becomes publicly known through no wrongful act of Recipient; or

5.3. is rightfully received from a third party without restriction and without breach of this Agreement; or

5.4. is independently developed by an employee, agent or consultant of Recipient without reference to the Confidential Information; or

5.5. is furnished to a third party by Disclosing Party without a similar restriction on the third party's rights of disclosure or use; or 5.6. is approved for release by written authorization from Disclosing Party.

6. DISCLOSURES REQUIRED BY LAW. If Recipient is requested or required by a government or court order, or similar process, to disclose any Confidential Information, Recipient shall promptly notify Disclosing Party of such request so that Disclosing Party may seek a protective order or waive Recipient's compliance with this Agreement. If, absent a protective order or waiver of compliance, Recipient is (in the opinion of its counsel) compelled to disclose any Confidential Information, or else be liable for contempt or other penalty, Recipient may disclose such Confidential Information without liability under this Agreement.

7. EXPORT LAWS. Neither party shall export, directly or indirectly, any of the Confidential Information to any country which the US Government, at the time of export, requires an export license or other governmental approval without first obtaining such license or approval. The Recipient shall first obtain the written consent of Disclosing Party prior to submitting any request for authority to export such Confidential Information.

8. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION. All of the Confidential Information and all tangible property embodying the same shall remain the property of Disclosing Party. Upon Disclosing Party's written request or upon termination or expiration of the Agreement, Recipient shall promptly return all Confidential Information, or certify its destruction in writing. However, Recipient may retain one (1) record of such Confidential Information with its General Counsel for the sole purpose of defending itself against a claim of breach brought hereunder. Any such copies shall remain subject to the confidentiality obligations of this Agreement.

9. NO LICENSE. Nothing in this Agreement shall be construed to grant to Recipient any rights by license or otherwise, either expressly or by implication, to any of the Confidential Information

10. INDEPENDENT DEVELOPMENTS. Disclosing Party understands that Recipient may develop Confidential Information internally, or receive information from other parties that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation that Recipient will not independently develop products that compete with the products or systems contemplated by the Confidential Information.

11. RELATIONSHIP. Each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.

12. NO WAIVER. Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws.

13. INUREMENT. This Agreement is binding upon and inures to the benefit of the parties, and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.

14. INJUNCTIVE RELIEF. The parties agree that any use of Confidential Information in violation of this Agreement will cause the other party irreparable harm, and will leave it with no adequate remedy at law and shall, thereby, entitle it to injunctive relief from any court of competent jurisdiction.

15. CHOICE OF LAW. This Agreement is governed and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflict or choice of laws.

16. ARBITRATION. The parties agree to submit all disputes between them, except requests for injunctive relief, relating to this Agreement or the alleged breach or interpretation thereof, to binding arbitration. Within thirty (30) days

after either party has notified the other in writing that it is submitting a dispute to arbitration, one arbitrator shall be chosen under the then current Rules of the American Arbitration Association ("AAA") pertaining to commercial disputes. The arbitration will be held in Chicago, Illinois, and will be conducted according to the Rules of the AAA. The arbitration award shall be by a written decision containing findings of fact and conclusions of law, shall be final and binding and may be enforced by any court of competent jurisdiction.

The party prevailing in the arbitration or other legal proceedings is entitled to recover its litigation costs, including reasonable attorney's fees. In no case shall the arbitrator be authorized to award cost and damages otherwise prohibited herein.

17. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement will survive and be construed in a manner consistent with the intent of this Agreement. In interpreting this Agreement, all clauses will be reasonably construed in a manner so as to render them valid and enforceable.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties regarding the Confidential Information and supersedes all other communications, reports or understandings between the parties in respect thereto. No change or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

19. **HEADINGS.** Headings in this Agreement are for reference only and shall not affect the meaning of the provisions.

20. **COUNTERPARTS.** This Agreement may be signed in two or more counterparts including signing facsimile copies. Each counterpart is deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the date first written above.

Vapor Propulsion Labs LLC.

Your Company Name

Signature:



Print Name: Zach Krapfl

Title: CEE

Date: 2025/01/01

Signature:

Print Name:

Title:

Date: