

## MUTUAL NON-DISCLOSURE AGREEMENT

Agreement made as of [\_\_\_\_\_], (this “**Agreement**”), by and between [\_\_\_\_\_], whose registered office is at [\_\_\_\_\_] and its successors and assigns (“**Developer**”), and **Foss & Company** whose registered office is at 1700 Montgomery St #210, San Francisco, CA 94111, and his/its successors and assigns (“**Foss**”). Each of Developer and Foss is referred to as a “party”, and collectively referred to as the “parties”.

**WHEREAS** each party is prepared to disclose certain information to the other party in order to enable the parties to review and discuss financing opportunities in renewable energy projects in the US (“the **Transaction**”);

**AND WHEREAS** in the course of such disclosure, confidential, proprietary and commercially sensitive information of one party may come into the possession of the other party;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the parties hereby covenant and agree as follows:

1. Each party, as a receiving party, hereby acknowledges that all information, contract terms, trade secrets, data, formulae, statistics, plans, specifications, flow charts, drawings, designs, methods, procedures, pricing, know-how and any and all other material or information of any kind whatsoever furnished to it hereunder on or after the date hereof by or with the concurrence of the other party, as a disclosing party, in connection with the Transaction (hereinafter called the “**Confidential Information**”) will be furnished to a receiving party in strictest confidence, and each party, as a receiving party, hereby covenants to the other party, as a disclosing party, that:
  - (a) it shall keep the Confidential Information in strictest confidence and will not disclose or reveal the same other than in accordance with this Agreement;
  - (b) it shall not make any copies of the Confidential Information unless they are reasonably required to by the nature of the Transaction and any such copies shall be subject to the terms and conditions of this Agreement; and
  - (c) it shall not at any time use the Confidential Information for any purpose not related to the Transaction.
2. Each party agrees that a receiving party may make available any Confidential Information provided by a disclosing party hereunder to those of its affiliates, funds (or similar vehicles) managed by such affiliates, existing co-investors in such funds, and any of their respective directors, officers, employees, consultants and advisors who are involved in the Transaction and who need access to the Confidential Information in performing their responsibilities (all such persons who receive Confidential Information, such receiving party’s “**Representatives**”), and a receiving party shall direct such Representatives to comply with the confidentiality obligations set forth in this Agreement.
3. A receiving party agrees that it shall use commercially reasonable efforts to protect and prevent the disclosure of a disclosing party’s Confidential Information to any unauthorized person by it and its Representatives.

4. (a) At the written request of a disclosing party, a receiving party and its Representatives shall return or destroy (at the receiving party's option) all Confidential Information provided to it by a disclosing party and any and all copies thereof, including all extracts, reports, copies and notes thereof, except as may be required for audit or regulatory purposes, to comply with applicable law or bonafide document retention policies and to the extent backed up on relevant servers or electronic devices; provided that in each case such Confidential Information shall remain subject to the terms of this Agreement.  
  
(b) All right, title and interest in and to the Confidential Information shall remain the exclusive property of a disclosing party and no license for or other rights of any kind whatsoever in or to the Confidential Information or any trade secret, patent, patent application, industrial design, trademark, copyright or other type or form of intellectual or industrial property derived therefrom is granted or can be implied to have been granted at any time by the disclosure of the Confidential Information by a disclosing party to a receiving party.
5. Notwithstanding anything to the contrary herein, "**Confidential Information**" shall, for the purposes of this Agreement, not include:
  - (a) any information which was in the possession of a receiving party or its Representatives prior to the date of disclosure;
  - (b) any information which was in the public domain prior to the date of disclosure or which becomes part of the public domain by publication or otherwise except by breach by a receiving party of this Agreement;
  - (c) any information which is supplied to a receiving party or its Representatives by a third party who is not known by the receiving party to be in breach of its obligation to a disclosing party to maintain such information in confidence; and
  - (d) any information which is developed by a receiving party or its Representatives independently of the disclosures made by a disclosing party under this Agreement.
6. In the event that a receiving party or any of its employees or advisors are required by applicable law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process ("**Law**") to disclose any of the Confidential Information, a receiving party shall provide a disclosing party with prompt written notice (to the extent permitted by Law or other than where such disclosure is required as a result of an examination by a regulatory, self-regulatory or governmental agency, organization, or body) of such requirement so that a disclosing party may seek (at its cost and expense) a protective order or other appropriate remedy. In the absence of a protective order or other appropriate remedy being sought or obtained by a disclosing party, a receiving party may disclose only the Confidential Information which their legal counsel (including internal counsel) advises them they are required to disclose. Further, a receiving party shall use commercially reasonable efforts cooperate with a disclosing party (at the disclosing party's cost and expense) in obtaining an appropriate protective order or other reliable assurance that confidential treatment will be given to the Confidential Information by such court or other regulatory or legal authority.
7. The parties agree that this Agreement is reasonable and necessary to protect the economic interests of each party. The parties further acknowledge that any breach of

this Agreement might cause irreparable harm to the other party which would not be adequately compensated for by damages and, therefore, in the event of such breach, each party agrees that the other party shall be entitled to seek injunctive relief. The provisions of this paragraph shall not be deemed to limit the parties from pursuing any other remedy in the event of such breach, whether at law, equity or pursuant to the terms of this Agreement.

8. This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof and merges all prior discussions between the parties hereto, and neither of the parties hereto shall be bound by any terms, conditions, representations or undertakings other than as expressly set forth herein.
9. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, provided however that neither party shall be entitled to assign this Agreement or any of its obligations hereunder to any other person(s) without the prior written consent of the other party, such consent not to be unreasonably withheld.
10. Notwithstanding anything else in this Agreement, the provisions of this Agreement shall continue to apply until the expiry of two (2) years from the date of this Agreement.
11. This Agreement shall not be varied, altered or amended except by a document in writing signed by all the parties hereto.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of laws principles thereof. Each party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to trial by jury in any action, claim, suit or proceeding relating to or arising out of this Agreement.
13. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions hereof shall continue in full force and effect.
14. Nothing herein shall be construed as an obligation on either party to deal exclusively with the other party in respect of the Transaction or any venture similar to the Transaction and each party shall be free to pursue other ventures similar to the Transaction, provided, however, a Party receiving Confidential Information with respect to the Transaction shall not at any time prior to the expiration of this Agreement, without the prior written consent of the other Party, which consent the other Party may withhold in its sole discretion, (a) attempt in any manner to deal directly or indirectly in any manner with any other individuals or companies related to the other Party's business including by having any part of or deriving any benefit from the Confidential Information or any aspect thereof, or (b) by-pass, compete, avoid, circumvent, or attempt to circumvent the introducing Party relative to the Transaction including by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
15. Nothing herein shall be construed as obligating or be deemed to obligate the parties to enter into any future agreement with respect to the Transaction.
16. A disclosing party makes no representations or warranties as to the accuracy or completeness of the Confidential Information. A receiving party agrees that a disclosing

party shall have no liability to a receiving party relating to or resulting from the use of or reliance upon the Confidential Information by a receiving party. Only those representations and warranties, if any, which are made in a final definitive agreement regarding the Transaction when, as and if executed, will have any legal effect.

17. Developer acknowledges that Foss and its affiliates may be providing financing, equity capital or other services including financial advisory services to other companies in respect of which Developer may have conflicting interests regarding the transactions described herein and otherwise. Developer also acknowledges that Foss and its affiliates have no obligation to use in connection with such transaction, or to furnish to Developer, confidential information obtained from other companies.
18. Notices to be sent pursuant to this Agreement shall be sent by personal delivery or by Email to the locations noted below and shall be deemed to have been received, if by personal delivery, on the date of delivery, and if by Email, then on the next business day after sending.
19. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same agreement and the execution and delivery of counterparts of this Agreement by any electronic means by any party shall be binding upon the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

SIGNATURES ON NEXT PAGE

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Signature

Name: [-----]

Position: [-----]

Email: [-----]

Foss & Company

A handwritten signature in black ink, appearing to read "Alexander Tiller". The signature is stylized with a large, sweeping initial "A" and a long horizontal stroke at the end.

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Name: Alexander Tiller

Position: Managing Director

Email: atiller@fossandco.com