

# MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into and made effective as of the last date on which an authorized representative of the parties signs below (“Effective Date”) by and between [ \_\_\_\_\_ ], and **BATTERY FUELING LIMITED** identified below (the “Inventor”). Either party may receive or disclose Confidential Information under this Agreement. The party disclosing Confidential Information will be considered the “Discloser”. The party receiving Confidential Information will be considered the “Recipient”.

1. Confidential Information “Confidential Information” as used in this Agreement means any information, drawings, data, technical data, ideas, patents (pending, filed, and/or granted), concepts or know-how identified as proprietary or confidential by Discloser relating to Inventor’s invention relating to devices for an electric vehicle refueling system as proposed, summarized and detailed in United States Provisional Patent Application number 61812170 in the name of Gordon Tait and Battery Fueling Limited, together with proposed ideas and other patents in late development to commercialize such invention.

Confidential Information verbally disclosed must be summarized by the Discloser in writing to the Recipient within thirty (30) days of disclosure, referencing this Agreement and its Effective Date.

2. Confidentiality Period. Recipient’s duty to hold Confidential Information in confidence will expire five (5) years after disclosure of such Confidential Information and will survive any termination of this Agreement.

3. Disclosure Period. This Agreement pertains to Confidential Information that is disclosed for a period of five (5) years after the Effective Date.

4. Consultants. For purposes of this Agreement, consultants are deemed employees of their respective company.

5. Title. All materials furnished by Discloser will remain the property of Discloser and will be returned to it promptly at its request, together with any copies thereof. The disclosure by one party to the other of Confidential Information does not confer on the recipient any license, interest or right of any kind in or to the Confidential Information.

6. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning an actual or potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties, except to those employees of the Recipient who are required to have the information for the above purpose. Neither party will reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party’s Confidential Information and which are provided to the party hereunder.

7. Maintenance of Confidentiality. Each party will take at least those measures that it takes to protect its own confidential information of a similar nature and will ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement, in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.

8. Exclusions: The Agreement imposes no obligation upon Recipient with respect to information that: (a) was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality to Discloser; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law; or (g) is disclosed by Recipient with Discloser’s prior written approval.

## General

9. Both Parties will adhere to all applicable laws, regulations and rules relating to the export of technical data, and will not export or re-export any technical data without the written permission of Discloser.

10. This Agreement does not create any agency, employment, consultancy or partnership relationship.

11. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized officer of each party.

12. All Confidential Information is provided “AS IS” and without any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.

13. This Agreement will be construed in accordance with the internal laws of England & Wales, without giving effect to principles of conflict of laws. Any suit hereunder will be brought solely in Courts of England.

14. This Agreement constitutes the entire agreement with respect to Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision of this Agreement.

**NAME:**

**ADDRESS:**

**X**

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**NAME:**

Battery Fueling Limited  
103 Latymer Court  
Hammersmith Road, London, W6 7JF, UK

**X**

Signature

Printed Name:

Title: DIRECTOR

Date of Signature: \_\_\_\_\_