



TectoniCorp, P. C.
Princeton Engineering
Solar, Structural, Electrical and Site Engineering

TectoniCorp, P.C. MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“NDA”) is entered into this _____th day of _____, 2021 by and between TectoniCorp, P.C. dba Princeton Engineering, with an office at 35091 Paxson Road, Round Hill, VA 20141 (“TPC”), and _____, with an office at _____ (the “Company”) (together with TPC, the “parties”). The parties hereby agree as follows:

1. Definition of Confidential Information.

(a) Each undersigned party who receives information hereunder (the “Recipient”) understands that the other party (the “Discloser”) may disclose information which has commercial value in Discloser’s business and is confidential or proprietary in nature.

(b) For the purposes of this NDA, “Confidential Information” shall mean (whether disclosed prior to or after the date hereof) information relating to Discloser’s or its affiliates’ potential investment, financing, transfer or development of any renewable energy project (each, a “Transaction”), and the counterparties thereto, including, but not limited to: (i) Discloser’s or its affiliates’ network and data center configuration, technical information, software, processes and methods, designs, financial information, pricing information, equipment configurations, specifications, customer and supplier lists, strategic alliances and partnerships, terms and conditions of any contracts or agreements between the parties, product and services development plans, forecasts, business and marketing plans and strategies, names and non-public information of employees and consultants, formulas, records, files, drawings, data and databases, interfaces, memoranda, know-how, patents, trade secrets, inventions, technology, and supplier lists and information, confidential information of Discloser’s customers, suppliers and partners, (ii) any and all term sheets, pitch books, analyses, structures regarding any potential transaction prepared by Discloser or its affiliates and such other information concerning an assessment of any potential transaction, including without limitation any Transaction, as is made available by Discloser or its affiliates to Recipient or its Representatives (as such term is defined below), whether before or after the date hereof and whether in printed, electronic, oral or any other form, and shall include the fact of the parties’ discussions regarding any potential transaction, including without limitation any Transaction, and the entry into this NDA, whether a transaction is concluded or otherwise, and (iii) other non-public information regarding the Discloser or its affiliates that, given the circumstances of disclosure, and/or the nature of the information, Recipient knew or reasonably should have known was Confidential Information.

2. Nondisclosure and Non-use Obligations. In consideration of the parties’ discussions and any access Recipient may have to Confidential Information of Discloser, each party hereby agrees as follows: (a) to hold the other party’s Confidential Information in confidence, and to take precautions to protect such Confidential Information at least as strict as Recipient employs with respect to its own confidential materials, but in no case less than reasonable precautions; (b) not to disclose any such Confidential Information or any information derived therefrom except to Recipient and its affiliates and its and their respective principals, owners, members, partners, employees, officers, directors, and

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attorneys (collectively “Representatives”), who have been advised of the confidential nature of the Confidential Information; (c) not to make any use whatsoever at any time of such Confidential Information except for the sole limited business purposes of evaluating the Confidential Information internally to determine whether to enter into a contemplated transaction or agreement with Discloser, including without limitation any Transaction or to conduct such transaction or agreement with Discloser; and (d) not to reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Confidential Information. Copies of Confidential Information shall be restricted to such copies as are reasonably necessary in connection with the dealing between the parties hereto. Recipient shall be responsible for any breach of this NDA or unauthorized disclosure or use of Confidential Information by its Representatives. Notwithstanding any terms herein to the contrary, TPC may disclose Confidential Information to prospective third party Transaction participants or counterparties, including without limitation debtors, creditors, buyers, sellers, project participants, insurers, investors or funding sources (each a “Prospect”), who have a need to know the Confidential Information in connection with such Prospect’s potential participation in the Transaction and have been advised of the confidential nature of the Confidential Information.

3. Exceptions. Each party agrees that Confidential Information shall not include any information that (a) is or becomes (other than as a result of action or inaction by Recipient in breach of this NDA) generally available to the public, or (b) was in Recipient’s possession or known by it prior to receipt from Discloser, (c) was disclosed to it by a third party without restriction and without any knowledge of Recipient that such disclosure was in breach of any duty of such third party or (d) was independently developed by the Recipient without reference to the Confidential Information. Without limiting the generality of the foregoing, Company acknowledges and agrees that information relating to the identity and details of a Transaction disclosed by Company shall not be Confidential Information in the event such information is disclosed to TPC by a third party without such third party, to TPC’s knowledge, having violated a legal, contractual or fiduciary obligation to Company. Recipient may make disclosures required by applicable law or regulation provided Recipient promptly notifies Discloser, provided, such notification is lawful. In addition, in the event that Recipient or its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information disclosed by Discloser pursuant to this NDA, it is agreed that Recipient will provide Discloser with prompt notice of such requests, provided, such notification is lawful, so that Discloser or the party on behalf of whom such Confidential Information was disclosed may seek a protective or other appropriate remedy, or waive compliance with the terms of this NDA. If such protective order or other remedy is not obtained and Recipient or its applicable Representatives are legally compelled to disclose Confidential Information, or if Discloser waives compliance with this NDA, Recipient or its applicable Representatives shall furnish only that portion of the Confidential Information which Recipient or its applicable Representatives have been advised by counsel is legally required.

4. Ownership; Return of Confidential Information. All Confidential Information, including to the extent included in derivative works thereof whether created by Discloser or Recipient, remains the

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property of Discloser and no license or other rights to Confidential Information is granted or implied hereunder. Promptly upon (a) the decision by either party not to enter into the transaction or agreement contemplated by the parties hereto and if requested by Discloser, or (b) a request by Discloser at any time (which will be effective when actually received), Recipient will either (a) use reasonable efforts to return to Discloser or (b) destroy all Confidential Information of Discloser and all documents or media containing any such Confidential Information and any and all copies or extracts thereof; however, Recipient may keep copies of any Confidential Information (a) for customary archival and audit purposes, (b) to comply with any applicable law, rule or regulation or (c) in connection with procedures related to backup storage of digitized information. Notwithstanding the return or destruction of Confidential Information, Recipient will continue to be bound by its obligations under this NDA.

5. No Disclosure or Publicity. Except to the extent required by law or regulation, in furtherance of the Transaction, or as otherwise agreed in writing by the parties, neither party shall disclose the existence or specifics of the subject matter of the negotiations or business relationship contemplated by this NDA.

6. Injunctive Relief. Recipient acknowledges and agrees that due to the nature of Discloser's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or any unauthorized use or release of any Confidential Information may result in irreparable harm to Discloser and therefore, that upon any such breach or any threat thereof, Discloser shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law, subject to the terms herein. Either party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiting any remedy under this NDA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of such party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunals determination of the merits of the controversy). Recipient will notify Discloser immediately upon learning of the occurrence of any such unauthorized release, use or other breach, and will take commercially reasonable steps to assist Discloser in remedying such breach.

7. Survival. This NDA shall remain in full force and effect with respect to the related proposed Transaction until the earlier of (a) the date that is one year after the date hereof, or (b) the date on which the parties hereto execute and deliver definitive documentation containing confidentiality provisions with respect to such Potential Transaction. Notwithstanding the expiration of this NDA, the obligations set forth in Section 2 above shall remain in effect with respect to the Confidential Information disclosed during the term of this NDA, including without limitation, any and all Confidential Information that is "nonpublic personal information", as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act (the "Act"), in the manner required under the "Act" and other applicable federal and state privacy laws.



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8. Governing Law and Jurisdiction. This NDA shall be governed by the laws of the State of Virginia and the United States of America without regard to Virginia's conflict of law. Any controversy or claim arising out of or relating to this NDA, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Within fifteen days of the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Loudoun County, Virginia, USA. The arbitrators' award shall include findings of fact and conclusions of law. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this NDA.

9. Miscellaneous. In the event that any of the provisions of this NDA shall be held by a tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this NDA shall otherwise remain in full force and effect. UNLESS EXPRESSLY SET FORTH IN DEFINITIVE AGREEMENTS EXECUTED BY DISCLOSER, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS-IS", AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE ACCURACY OF THE INFORMATION PROVIDED. Except as set forth in writing between the parties to the contrary, each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party with regard to any potential transaction and to terminate discussions and negotiations with the other party at any time and for any reason or no reason. Without limiting the generality of the preceding sentence, nothing in this NDA alone requires either party to enter into any transaction or to negotiate such transaction for any specific period of time. Documents and information made available to Recipient by or on behalf of Discloser shall not constitute an offer by Discloser. This NDA is not intended to create or evidence any partnership, joint venture, agency, or similar relationship of any kind whatsoever. Nothing in this NDA shall be construed to confer upon any third party a right of action under this NDA or any other right whatsoever. This NDA supersedes all prior discussions and writings with respect to the confidentiality obligations of the parties and constitutes the entire agreement between the parties with respect to such confidentiality obligations. No waiver or modification of this NDA will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. Ambiguities or uncertainties in the wording of this NDA will not be construed for or against any party, and there shall be no presumption that this NDA or any provision hereof be construed against the party that drafted this NDA. The parties represent and warrant that this NDA has been executed by their duly authorized representatives, and that this NDA is a legal, valid and binding obligation of such party. Any formal written notice provided by either party to the other party in connection with this NDA shall be delivered to the applicable address set forth in the opening paragraph of this NDA.

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10. Counterparts. This NDA may be executed and delivered by facsimile or email transmission and in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed one and the same NDA.

[signature page to follow]



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IN WITNESS WHEREOF, the parties have caused this NDA to be executed by their duly authorized representatives as of the date first written above.

TectoniCorp, P.C.

Company:

By: _____

By: _____

Name: Richard Pantel

Name:

Title: President

Title:

Princeton NDA Form 20200106.docx

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