

## **INTELLECTUAL PROPERTY AND NON-DISCLOSURE AGREEMENT**

As a condition to and in consideration of my participation in a Capstone Project on instrumental techniques for high cycle components and remote monitoring (“Project”) starting on September 26, 2025 (“Effective Date”), with Wabash National Corporation, or any direct or indirect subsidiaries, their successors or assigns (hereinafter referred to collectively as “Sponsor”), I, the individual Project Participant named below, agree as follows (“Agreement”):

1. **No use of proprietary information of others.** Unless Sponsor has granted me specific written authorization, I will not disclose to or use in my work with Sponsor any proprietary information of others, including but not limited to any of my prior employers or Purdue University. I affirm that I have not disclosed any such information to Sponsor.
2. **Non-Disclosure of Confidential Information.**
  - a. “Proprietary Information” means any and all non-public, proprietary, or confidential information, knowledge, or data received by me in any form from Sponsor, whether or not marked as confidential, including but not limited to the following categories of information: drawings; blueprints; schematics; specifications and requirements (e.g. material, customer, and supplier specifications); functional details; estimated volumes; financial information; technical information; spend information; financial forecasts; part numbers; trade secrets; information that a reasonable person would consider non-public, confidential, or proprietary given the nature of the information or the circumstances of its disclosure; any derivatives or copies of the foregoing; and any information derived from materials containing any of the foregoing.
  - b. The term “Proprietary Information” does not include: (i) information that is in the public domain at the time of initial disclosure to me by Sponsor, or subsequently becomes publicly known through no wrongful act by me or any other person; (ii) information that is known to me prior to the time of initial disclosure, as evidenced by competent and contemporaneous written documentation; (iii) information that is independently developed by me apart from the Project without the use of or reference to Sponsor’s Proprietary Information; (iv) information that is obtained by me on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (v) information that is required to be disclosed pursuant to proper governmental or judicial process, provided that, if I am legally allowed to do so, notice of such process is promptly provided to Sponsor in order that it may have every reasonable opportunity to intervene in such process to contest such disclosure.
  - c. I will use such Proprietary Information only for the benefit of Sponsor in obtaining credit for my Project. I will not use Proprietary Information for any other purpose, such as competing with Sponsor, without the express written consent of Sponsor. I will not disclose Proprietary Information to a third party without obtaining written permission from Sponsor prior to said disclosure and ensuring such third party is under obligations of confidentiality substantially similar to those in this agreement.

- d. I may also disclose the existence of the Project, and my and Sponsor's participation in the Project, and the general structure, purpose, and outcomes of the Project to prospective employers and as part of academic work product such as reports and papers, but may not in so doing disclose any Proprietary Information without the prior written consent of Sponsor.
  - e. Notwithstanding anything herein to the contrary, Sponsor acknowledges that the Project may result in publishable research for me and agrees that I may publish information relating to the Project, provided that I will furnish to Sponsor copies of any proposed publication or presentation at least thirty (30) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party, solely for the purpose of allowing Sponsor to confirm that the proposed publication will not compromise any Proprietary Information (or to determine whether to provide prior written consent for disclosure of such Proprietary Information) or to direct removal of any Proprietary Information or references to Sponsor.
  - f. Notwithstanding any termination or expiration of this Agreement, the obligations under this Agreement as to any Proprietary Information shall survive and continue for three (3) years from the date of the applicable disclosure of such Proprietary Information other than information constituting a trade secret, for which the nondisclosure obligations shall survive in perpetuity so long as such Proprietary Information remains a trade secret.
  - g. Sponsor does not, by virtue of disclosure of Proprietary Information to me, grant me any right or license to the Proprietary Information, including but not limited to any rights or license under any patents, copyrights, trademarks, or trade secrets, other than those rights granted to me in Paragraph 2.c.
  - h. Upon the request of Sponsor, I will promptly deliver to Sponsor (or, with Sponsor's consent, destroy) the originals and all copies, in any format, of Sponsor's Proprietary Information then in my possession or control, including, without limitation, the portion of the Proprietary Information that consists of analyses, compilations, programs, reports, proposals, studies, or other documentation prepared by me, and I shall not retain any of such materials or copies thereof in any format following such delivery or destruction.
3. **Intellectual Property Rights.** I agree that all Proprietary Information, trade secrets, all inventions, all works of authorship (including illustration, writings, mask works, software and computer programs), and all other business and technical information created or conceived by me, either alone or with others, while (1) working with Sponsor and related to the existing or contemplated business or research of Sponsor or (2) resulting from my work with Sponsor, belong to Sponsor ("Sponsor's Intellectual Property"). Until proven otherwise by me, any invention shall be presumed to have been conceived during this Project if within one (1) year after termination of such Project it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. **Disclosure.** I will promptly disclose to Sponsor any and all Proprietary Information, trade secrets, inventions, intellectual property, works of authorship, and information developed by me during this Project; and I will assign and do hereby assign to Sponsor, or to others as directed by Sponsor, all of my rights, title, and interest in any Proprietary Information, trade secrets, inventions, intellectual property, information, and/or works of authorship created during the course of this Project, and I will execute any papers and do any acts which Sponsor may consider necessary to secure to it any and all rights, title, and interest relating to such Proprietary Information, inventions, trade secrets, intellectual property, works of authorship, and other information, including but not limited to all patents and copyrights (and renewals thereof) in any country. With respect to all copyrightable work products within the scope of this Agreement, I agree that all such work product shall be a "work made for hire" to the extent allowed under the copyright laws of the United States. To the extent that such copyrightable work product is not a "work made for hire", all copyrights therein are assigned by me to Sponsor pursuant to this Paragraph 4. Nothing herein is intended to require that Sponsor register any copyright or otherwise disclose to the public, the government or any other third party any work product developed hereunder.
5. **Assignment.** This Agreement, including the rights and obligations hereunder, may not be assigned or transferred, except with the prior express written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, Sponsor may at its sole option and discretion assign this Agreement, including its rights and obligations, to (i) any of its parents, subsidiaries or affiliates; (ii) any purchaser of all or a majority of Sponsor's stock or assets; or (iii) any successor, all of which without my consent. Any attempted assignment in violation of this paragraph is null and void.
6. **Miscellaneous.** This Agreement supersedes all prior or contemporaneous oral or written agreements, representations, or understandings regarding the subject hereof and is effective with respect to the subject matter hereof subsequent to the Effective Date. This Agreement may not be superseded, amended, or modified except by written agreement between the parties and signed by a duly authorized official of each of the parties. This Agreement shall be governed by and interpreted under the internal laws of the state of Indiana without regard to that state's conflict of laws principles. This Agreement may be terminated by Sponsor at any time. I acknowledge receipt of an executed copy of this Agreement.

This Agreement is effective as of the date set forth above.

**SPONSOR**

**WABASH NATIONAL CORPORATION**

**PROJECT PARTICIPANT**

By: \_\_\_\_\_  
Signature

By: *John Danison*  
Signature

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

Name: John Danison

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

Title: Student

Residence: 822 N Grant Street

City: West Lafayette State: IN

Zip: 47906