



COLUMBIA BASIN SERVICES, LLC
MUTUAL NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Mutual Non-Disclosure and Non-Compete Agreement (the "Agreement") is made by and between the undersigned parties as of the Effective Date (each undersigned a "party" and collectively "the parties"). Each party enters this Agreement on behalf of itself, its parent company (if any), and its current and future subsidiaries and affiliates. The parties are contemplating and evaluating the possibility of entering into a proposed contractual relationship; in connection with such discussions and potential relationship, the parties have disclosed or may disclose to each other confidential and Proprietary Information (as defined below) in reliance on the terms of this Agreement and agree as follows:

1. Definition. "Proprietary Information," for this Agreement, means all Information and know-how, regardless of form. Whether disclosed previously, presently, or subsequently, that is informed by one party (the "disclosing party") to the other (the "receiving party"), related to any business, technical, or financial affairs of the disclosing party or its parent, subsidiaries, affiliates, investors, customers, potential customers, suppliers, potential suppliers, any current or proposed strategic partner (including joint venture partners and teaming partners).

Proprietary Information includes, without limitation, any invention (whether patentable or not), product, formula, method, technique, project, development, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, financial data, technical data, software code, software documentation, hardware design, technology, marketing or business plan, forecast, financial statement, budget, license, price, cost, bid, proposal, or personnel data. Failure to mark or designate Proprietary Information as confidential or proprietary shall not affect its status as Proprietary Information under this Agreement.

2. Exclusions. Notwithstanding the preceding, Proprietary Information shall not include Information that (i) is or becomes public knowledge (through legal means without fault by the receiving party or its affiliates, agents, or employees), (ii) is known to the receiving party before the disclosure of the same under this Agreement, provided the receiving party complies with any restrictions imposed thereon by any third party, (iii) was rightfully disclosed to it by a third party, provided the receiving party complies with any restrictions imposed thereon by a such third party, or (iv) was independently developed without the use of any Proprietary Information of the disclosing party. In addition, the receiving party shall be entitled to release the disclosing party's Proprietary Information if required by order of a court or government agency, provided, however, that the receiving party shall limit such release of Proprietary Information to the greatest extent reasonably possible under the circumstances and shall provide the disclosing party with advance notice (to the greatest time reasonably possible under the circumstances) to permit the disclosing party to seek an order protecting its Proprietary Information from such disclosure.

3. Obligations, (a) The receiving party will: (i) hold the receiving party's Proprietary Information in confidence, taking reasonable precautions to prevent its disclosure (including without limitation all precautions it uses or would use for its own confidential Information of like kind); (ii) restrict disclosure of the disclosing party's Proprietary Information to those of the receiving party's employees, parent company, subsidiaries, officers, directors, legal and financial advisors, and agents who have a need to know the same and who have previously agreed to terms for the protection of confidential Information substantially as restrictive as the provisions hereof; (iii) not disclose any of the disclosing party's Proprietary Information or part thereof to third parties (except as expressly authorized above); (iv) not copy, recreate, reverse engineer (if applicable) or modify any Proprietary Information in whole or in part unless expressly agreed to in writing by the disclosing party, and (v) not use



Proprietary Information other than for the purposes for which it was disclosed. (b) Upon request of the disclosing party, the receiving party shall destroy all materials in its possession or control (regardless of form) that contain the disclosing party's Proprietary Information or, at the election of the disclosing party, return the same to the disclosing party; in either case, the receiving party will promptly certify its compliance with the terms of this provision. The receiving party's obligations under this Agreement will survive any compliance with a request made under this Section 3(b). (c) The receiving party acknowledges that sole and complete ownership (i.e., all rights, title, and interest) of any Proprietary Information remains with the disclosing party and that such Proprietary Information constitutes trade secrets. (d.) The receiving party further agrees to not use disclosed material and Proprietary Information in any direct or indirect competitive form or fashion, and the receiving party will neither disclose nor help any third party compete in the marketplace with any disclosed

Proprietary Information.

Mutual Non-disclosure and Non-competition
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4. General. Suppose a court of competent jurisdiction holds that any part of or provision contained in this Agreement is invalid or unenforceable. In that case, the remaining portion's conditions and the spirit and intent of this Agreement will remain in full force and effect. No delay or omission by either party in exercising any right under this Agreement will constitute or operate as a waiver of such right. This Agreement is governed by and will be construed by the laws of the state of Washington without regard to conflicts of law principles. The party prevailing in any action to enforce this Agreement is entitled to recover reasonable costs and attorney's fees. Both parties acknowledge that due to the unique nature of each party's Proprietary Information, there is no adequate remedy at law for any breach of this Agreement. Therefore, upon any breach or threat thereof, the disclosing party shall be entitled to appropriate equitable relief and other available remedies. No party will construe anything in this Agreement as establishing or implying any partnership between the parties. Nothing in this Agreement shall be deemed to constitute either party hereto as the agent of the other party, to authorize either party to incur any expense on behalf of the other party, or to commit the other party in any way whatsoever. Nothing contained in the Agreement shall be construed as implying any commitment or Agreement by either party to make any investment in the other party or any business of the other party or to enter into any other business arrangement of any nature whatsoever with the other party.

5. Notices. All notices, requests, and consents under this Agreement shall be in writing. They shall be deemed to have been delivered (a) on the date personally delivered, (b) on the date mailed with postage prepaid by certified mail, and return receipt requested to the applicable address below.

6. Entire Agreement. This Agreement constitutes the whole Agreement between the parties hereto concerning the subject matter hereof, superseding any prior or contemporaneous agreements and understandings concerning the such subject matter. The parties may amend, waive, or revoke this Agreement only by a written instrument executed by both parties. This Agreement will survive the execution of any future



Contracts and other agreements between the parties (automatically incorporated into the same), or the termination of any business relationship between the parties, unless otherwise expressly agreed upon by the parties.

IN WITNESS of which, the parties or their authorized representatives have executed and delivered this Agreement as of the Effective Date below.

Topic: Network protection, SCADA, Control System, business, Data packet capture, notification, MQTT Data Transfer – Runtime DB connection

Mutual Non-disclosure and Non-competition Agreement Between

Columbia Basin Servers

CEO

_____ Date _____

Enter Company Name

_____ Date _____

_____ Last Item _____

