



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made as of the ____ day of _____, 20 ____ (the “**Effective Date**”), between **Enphase Energy, Inc.**, a Delaware corporation, with offices located at 47281 Bayside Parkway, Fremont, California 94538 and its subsidiaries (collectively, “**Enphase**”), and Gurpreet Singh _____, an individual, with address at 2051 Junction Ave, Ste 225, San Jose CA 95131 _____ (“**Receiving Party**”).

Enphase and Receiving Party understand that Receiving Party may be given access to Confidential Information through Receiving Party’s relationship with Enphase or as a result of Receiving Party’s access to Enphase’s employees or premises. In connection with such access, Enphase and Receiving Party recognize that there is a need to protect such confidential information from unauthorized use and disclosure.

In consideration of receiving access to Enphase’s employees or premises, Receiving Party agrees as follows:

1. For purposes of this Agreement, “**Confidential Information**” means any proprietary or confidential information that (i) is in writing and marked “Confidential” or with some other similar legend, (ii) is disclosed visually or orally by Enphase to the other party and identified as confidential or proprietary at the time of disclosure, or (iii) under the circumstances, would be understood by a person exercising reasonable business judgment to be confidential or proprietary.

2. Confidential Information will not include information that the Receiving Party can demonstrate: (i) is or becomes generally known or available to the public, through no act or omission on the part of Receiving Party; (ii) was known by Receiving Party prior to receiving such information from Enphase and without restriction as to use or disclosure; (iii) is rightfully acquired by Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without access to any Confidential Information of Enphase.

3. Receiving Party will use the Confidential Information of Enphase solely for the Business Purpose and shall not disclose the Confidential Information to any third party without Enphase’s prior written consent in each instance. Without limiting the preceding sentence, Receiving Party shall use at the least the same degree of care in safeguarding Enphase’s Confidential Information as it uses to safeguard its own Confidential Information, but in no event less than reasonable care. Notwithstanding any other language in this Agreement, Receiving Party may disclose the Confidential Information of Enphase: (i) if required to do so by an order of a court of competent jurisdiction in which case such party will, to the extent permitted, inform Enphase in advance of such disclosure of Confidential Information, so that Enphase may attempt to prevent such disclosure or seek a protective order; and (ii) to the extent required by any

rule, law or regulation, including those governing publicly traded companies.

4. Upon Enphase’s written request, the Receiving Party will promptly return to Enphase (or if requested, destroy) all tangible items and embodiments containing or consisting of Enphase’s Confidential Information, including all analysis or other documents prepared by Receiving Party that contain or otherwise reflect any of the foregoing, and all copies thereof (including electronic copies); provided, however, the receiving party may retain Confidential Information as may reasonably form a part of the governance record of the receiving party, and as necessary to comply with legal requirements pertaining to the retention of documents.

5. All Confidential Information remains the sole and exclusive property of Enphase. Receiving Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Receiving Party, by license or otherwise, in or to any Confidential Information of Enphase, or any patent, copyright or other intellectual property or proprietary rights of Enphase.

6. Receiving Party agrees that Enphase will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

7. This Agreement will commence on the Effective Date and will continue until terminated as set forth below (the “**Term**”). Notwithstanding any termination of the Agreement, Receiving Party’s obligation with respect Enphase’s Confidential Information received during the term shall remain in effect for five (5) years from date of disclosure. Either party may terminate the period during which Confidential Information may be disclosed under this

Agreement by giving the other party at least ten (10) days prior written notice.

8. Receiving Party may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information of Enphase or any intangible or tangible objects that embody Enphase's Confidential Information received hereunder, unless Enphase provides prior written approval.

9. This Agreement will be construed, interpreted, and applied in accordance with the internal laws of the State of California (excluding its body of law controlling conflicts of law). This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and

IN WITNESS WHEREOF, the parties are duly authorized to and hereto have executed this Non-Disclosure Agreement.

ENPHASE ENERGY, INC.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

communications, oral or written, between the parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void.

10. This Agreement may be signed in two counterparts, each of which is to be considered an original and taken together as one and the same document. In addition to any other lawful means of delivery, this Agreement may be executed by photocopy, e-mail, portable document format file, or facsimile signatures and may be delivered by the exchange of counterparts of signature pages by means of electronic transmission.

RECEIVING PARTY:

Signature: _____

Typed Name: Gurpreet Singh

Date: _____