

## **CLICK-THROUGH NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

BY ACCEPTING THIS CLICK-THROUGH NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (“AGREEMENT”), EITHER BY CLICKING “SUBMIT, ACCEPT, I AGREE, OR LOGIN” LOCATED ON THIS PAGE INDICATING YOUR ACCEPTANCE OR BY EXECUTING A FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT.

This Agreement is between the entity or individual entering into this Agreement (“You” or “Your”) and Vac-Con, Inc., a Delaware corporation (“VAC-CON”), located at 969 Hall Park Rd, Green Cove Springs, FL 32043 and any of its affiliates. A copy of this Agreement is available to you upon request; it is also posted at <http://www.vac-con.com/legal/accesstermsandconditions.pdf> where it can be saved and/or printed. It is effective between You and VAC-CON as of the date of your acceptance of this Agreement and is deemed to cover all Proprietary Information defined below which has been and/or will be available to you through the Distributor Portal.

1. Scope. You have requested or by nature of your relationship with VAC-CON required seek the use of, certain VAC-CON Proprietary Information (as described below) in connection with: (a) an existing business relationship between the Parties; (b) the discussion or validation of business proposals or design concepts between the Parties; or (c) a future business relationship between the Parties (the “Purpose”). You will receive the Proprietary Information by your permitted access to one or more of the following systems which may, as necessary, be amended from time to time. If amended, You agree to :

E-Catalog online parts ordering system - <https://vac-con.conceptconfigurator.com>

Warranty Site for the filing and management of warranty claims for units - [https://www.optimumautosolutions.com/Vac-Con\\_Warranty/Login.aspx?redirectTo=Vac-Con\\_Warranty/default.aspx](https://www.optimumautosolutions.com/Vac-Con_Warranty/Login.aspx?redirectTo=Vac-Con_Warranty/default.aspx)

Truck Information Database - for the retrieval of high-level truck build information. <https://hosted.vac-con.com>

Vac-Con Quoting Program – for the generation of Quotes for Vac-Con units. <https://www.vacconquotes.net>

2. Proprietary Information. “Proprietary Information” means any of VAC-CON confidential, proprietary, or trade secret information, including but not limited to, VAC-CON customers, finances, data, personnel, business practices, business policies, the terms of any agreements between the Parties, pricing information, information relating to research and development, know-how, methodologies, inventions, specifications, drawings, plans, software, market analyses, research

strategies, projections, forecasts, proposal related documents and responses, intellectual property, and compilations, summaries, analyses, copies, or other reproductions, in whole or in part, of the foregoing, except to the extent to which You can establish by legally sufficient evidence that such information: (i) is or has become a matter of public knowledge through no fault of You; (ii) is rightfully received by You from a third party without violation of any duty of confidentiality; (iii) is or was independently developed by or for You without use or reference to the Proprietary Information; or, (iv) was disclosed by VAC-CON to a third party without an obligation of confidentiality.

3. Restrictions on Use and Non-Disclosure of Proprietary Information. Except as otherwise expressly permitted in writing by an authorized VAC-CON representative, You may not, directly or indirectly:

- a. use the Proprietary Information for any purpose other than to further the business relationship of the Parties and for the sole benefit of VAC-CON; or
- b. directly or indirectly disclose Proprietary Information to any person or entity other than Your employees and consultants who: (i) have a need to know in order to fulfill the Purpose; (ii) have been advised of the Proprietary Information's confidential status; and, (iii) are subject to legally binding obligations of confidentiality as to such Proprietary Information, which are no less restrictive than those contained in this Agreement, provided, that You are at all times fully responsible to VAC-CON for compliance with this Agreement by such employees and consultants.

4. Standard of Care. You shall use at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use or disclosure of any Proprietary Information as You use to protect Your own confidential, proprietary, or trade secret information.

5. Ownership. You may not assert any claim of title or ownership to the Proprietary Information or any portion thereof.

6. Disclosures Required by Law. In the event You become legally compelled to disclose any Proprietary Information, You shall provide VAC-CON with prior written notice of such requirement as soon as possible, such that VAC-CON may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if VAC-CON waives in writing compliance with the terms of this Agreement, You agree to (a) furnish only that portion of the Proprietary Information which you have been advised by written opinion of counsel is legally required to be furnished and (b) exercise reasonable efforts to obtain confidential treatment of the portion of Proprietary Information that is furnished.

7. Confidentiality Period. Your obligations under this Agreement expire on the earlier of: (a) notification from VAC-CON that the Proprietary Information is no longer confidential; or (b) the Parties' entry into a separate, subsequent agreement that contains confidentiality and non-disclosure provisions that supersede this Agreement as to that Proprietary Information.

8. No Liability. VAC-CON makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of the Proprietary Information, and neither VAC-CON nor its representatives shall have any liability whatsoever with respect to Your use of or reliance upon the Proprietary Information.

9. Disposal of Proprietary Information. You agree to destroy or return to VAC-CON all copies of Proprietary Information promptly upon the earlier of: (a) VAC-CON' request at any time; or, (b) the duration of the confidentiality period established in Section 7 of this Agreement.

10. Data Protection. Pursuant to the terms of this Agreement, and in connection with the Purpose, the Parties may share contact details such as name, mail address, email address, and telephone numbers ("Contact Details"). Such Contact Details may be considered personal data under applicable data protection laws. The Parties acknowledge that one party may disclose Personal Data to the other party, and each party shall comply with its obligations as a data controller under applicable data protection laws. In particular, each party shall:

- a. ensure that it may lawfully transfer Contact Details to the other party;
- b. inform employees, consultants or potential employees, consultants of the transfer to the other party;
- c. process the Contact Details only pursuant to the terms of this Agreement and in accordance with applicable data protection laws;
- d. ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Contact Details and against accidental loss or destruction of, or damage to, the Contact Details;
- e. provide reasonable assistance to the other party in complying with applicable data protection laws; and
- f. delete or return to the other party upon request all Contact Details, including copies, unless legally prohibited.

11. Remedies. You acknowledge and agree that Your breach of this Agreement may cause irreparable injury to VAC-CON's business, for which the remedies at law may be inadequate, and that VAC-CON shall therefore have the right, in addition to any other remedies, to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security.

12. Miscellaneous. No failure, delay, or single or partial exercise of any right under this Agreement by VAC-CON is a waiver of such right. This Agreement may be modified or waived only by a separate writing by the Parties expressly modifying or waiving any provision of this Agreement. Neither the provision of Proprietary Information under this Agreement, nor the execution of this Agreement binds or obligates either Party to any business relationship, and neither Party is bound or obligated to any such relationship with the other Party until the Parties execute a binding written agreement specifically describing such relationship. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will be unaffected and remain in effect.

13. Compliance with Law. The Parties agree to comply with all applicable international and national laws that apply to: (i) Proprietary Information and, (ii) any product (or part thereof), process, or service that is the direct result of the Proprietary Information, including without limitation, the U.S. Export Administration Regulations, as well as end-user and destination restrictions issued by U.S. and other governments.
14. Attorney's Fees. If VAC-CON engages legal counsel to enforce any rights arising out of or relating to this Agreement, it shall be entitled to recover reasonable attorney's fees and costs from You.
15. Governing Law. This Agreement is governed by the laws of the State of Delaware without regard to conflict of law principles.

**IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE “SUBMIT, ACCEPT, I AGREE, OR LOGIN” BUTTON LOCATED ON THIS PAGE, YOU AND ANY LEGAL ENTITY YOU REPRESENT WILL BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT CLICK THE “SUBMIT, ACCEPT, I AGREE, OR LOGIN” BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE PROPRIETARY INFORMATION.**