

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of [REDACTED] between Newlight Capital L.L.C., a North Carolina limited liability corporation having its principal place of business at 200 South Service Road, Roslyn Heights, New York ("NEWLIGHT"), and [REDACTED] and related entities, (collectively the "Company") located at [REDACTED]

WHEREAS, NEWLIGHT and the Company (collectively "the Parties") are the owners of certain non-public, proprietary and confidential information which the Parties are willing to disclose to the other for the purposes of evaluation by the other, subject to the terms of this Agreement. For the purpose of this Agreement, the term "Confidential Information" shall mean all such non-public, confidential or proprietary information which is known, owned or controlled by NEWLIGHT or the Company without regard to whether in written, electronic, oral or graphic form, and including without limitation summaries or notes and/or outlines.

WHEREAS, the Parties each wish to examine the other's Confidential Information subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the disclosure of Confidential Information in reliance on this Agreement, and other consideration, the Parties agree as follows:

1. Except as hereafter provided, the parties agree that Confidential Information shall include the following:
  - a. All information delivered by NEWLIGHT or the Company to the other in writing or on some other permanent record and clearly marked or identified as containing Confidential Information;
  - b. All information disclosed by NEWLIGHT or the Company to the other orally, when identified as being Confidential Information at the time of disclosure
  - c. All tangible and intangible information delivered or disclosed by NEWLIGHT relating to the products of NEWLIGHT or the Company, including, but not limited to, all research findings, trade secrets, know-how, purchase and sales records, customer lists, marketing information and other information, whether developed by or for NEWLIGHT, or the Company, or furnished or disclosed to NEWLIGHT or the Company by a third party at the request of NEWLIGHT or the Company, as applicable.
  
2. With respect to any Confidential Information received under this Agreement and after receipt of such Confidential Information:
  - a. The Parties shall use reasonable care to prevent disclosures of the Confidential Information to any third party without prior written consent of the other; and
  - b. The degree of care taken by the party receiving such Confidential Information shall be at least as great as the degree of care which such party takes in protecting its own confidential information; and

- c. The Parties will not use Confidential Information disclosed by the other for any purpose (other than for evaluation), or publish or disclose Confidential Information to third persons, without the prior written consent of the other.

3. Within thirty-six (36) months of the date upon entering this Agreement, the Company shall notify NEWLIGHT in writing of its intention to continue discussions concerning a possible business relationship or, alternatively, to discontinue further discussion.

4. The term "Confidential Information" does not include information that the receiving party can demonstrate (a) is or becomes generally available to the public or within the public domain (other than as a result of acts by the party receiving such Information or any of its representatives in violation of this Agreement), (b) is or becomes available to the party receiving such Information from a source (other than the party disclosing the Information or any of its representatives) which the party receiving such Information concludes, after reasonable inquiry, is not prohibited from disclosing such information to the party receiving such Information by a contractual, legal, or fiduciary obligation to the party disclosing the Information, (c) is in sum or part a product with reasonable due diligence by parties with knowledge in the field may be discovered by the receiving party, or (d) is independently conceived, discovered, or developed by natural persons at the party receiving such Information or its representatives who have not had access to, or knowledge of, the Confidential Information.

5. Upon the first to occur of the completion of its evaluation of the Confidential Information, or the request of the party disclosing the Information, the party receiving such Information shall surrender to the party disclosing such Information all documents containing Confidential Information, including all copies and excerpts thereof in tangible form, and shall certify destruction of all copies and excerpts thereof maintained by electronic media.

6. Notwithstanding any other terms of this agreement Newlight may disclose Confidential Information to banking partners with whom Newlight has a standing NDA in order to determine the viability of funding a transaction.

7. The evaluation provided for herein shall be performed by the party receiving such Information, and no subcontractor or other person other than regular employees of the party receiving such Information shall be engaged in such evaluation without the prior written consent of the party disclosing the Information. Such consent is hereby granted allowing the Company to retain the necessary expertise to come to a decision on this business transaction, provided however that NEWLIGHT be apprised of the Company's designee in advance.

8. The party receiving such Information shall inform its employees engaged in evaluation of the Confidential Information of the contents of this Agreement and they shall be directed to treat such Information confidentially, unless otherwise directed by law.

9. Unless otherwise directed by law, the Company also agrees not to disclose the details of any NEWLIGHT transactions to any third party without the prior written consent of NEWLIGHT. The Company and Newlight further agree to fully indemnify each other for any breaches of this agreement related to their officers, board members and other advisors, agents and representatives.

10. If directed by law or other governmental agency or regulatory authority (including but not limited to FINRA) requires Information deemed confidential under this agreement to be disclosed, the party receiving such Information shall provide the party disclosing the Information with prompt notice of such request or

requirement. The party disclosing the Information may, at the party disclosing the information's expense, either seek appropriate protective relief from all or part of such request or requirement or waive the party receiving such Information's compliance with the provisions of this Agreement with respect to all or part of such request or requirement. If the party disclosing the Information does not obtain such relief after a period that is reasonable under the circumstances, then the party receiving such Information may disclose that portion of the Confidential Information which its counsel advises the party receiving such Information that the party receiving such Information is legally compelled to disclose to such court, agency, or authority, or else stand liable for contempt or suffer other significant penalty.

11. Unless and until a definitive agreement has been executed and delivered by NEWLIGHT and the Company (and then only as arise strictly from the terms of such definitive agreement), except for the rights and obligations specifically set forth in this Agreement, no agreement or other legal obligation between NEWLIGHT and the Company concerning any relationship or transaction shall be deemed to exist between or among any of NEWLIGHT, the Company, NEWLIGHT's stockholders or other owners, or any representatives or affiliates of any of the foregoing by reason of this Agreement or any other written or oral expression by any person. This paragraph cannot be waived or amended except by the written consent of the party to be bound that specifically refers to this paragraph.

12. Neither party nor any of its agents or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of any of the Confidential Information, which it discloses to the other.

13. All notices required under this Agreement shall be sent by registered, or certified mail, postage prepaid to the CEO's of the respective companies at the addresses listed above.

13. This Agreement supersedes all prior agreements and understandings between the parties hereto respecting the subject matter hereof. No changes herein shall be effective unless in writing and signed by both parties.

14. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of NEWLIGHT and to the successors of the Company, but shall not be assigned by the Company (including assignment by operation of law) without the prior written consent of NEWLIGHT.

15. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles.

16. If any clause or provision of this Agreement is illegal, invalid, or enforceable under present or future law, then and in any event, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and that in lieu of each clause or provision of this contract that is illegal, invalid, or unenforceable, there be added as of this contract a clause or provision as similar in terms as may be possible and legal, valid, and enforceable.

17. This Agreement shall expire one year from the date hereof, provided that the confidentiality obligations of the Company and NEWLIGHT under this Agreement shall expire five years from the date each disclosure of Confidential Information. This document contains the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**Newlight Capital L.L.C.**

By: Joe Agiato  
Joseph A. Agiato  
President & CEO

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

Print Name:

Title: