

NON-DISCLOSURE AGREEMENT

In consideration of an existing or potential business relationship this agreement is made between Bolta US, Inc., (“Bolta”), with a principal place of business at 1650 Boone Blvd, Northport, AL 35476, and the undersigned _____ (Company name) with a principal place of business at _____ (Business Address) and reliance hereon.

1. The term “Bolta” includes any entity controlled by Bolta, and the term “Supplier” includes any entity controlled by “_____” (Company Name).

2. “Proprietary Information” means any secret process, trade secret, or other confidential information of Bolta or its customers including but not limited to the pricing, bidding, design, manufacture, use, prototypes, purchase or sale of Bolta products, services or material including but not limited to their manufacturing methods, processes, techniques, formulae, plant layout, engineering drawings, blueprints, specifications, research and development, marketing plans, financial information, or proposals, which are disclosed to the Supplier in any manner. Proprietary Information does not include general technical information or skills developed independently by Supplier in the performance of any business relationship with Bolta without the use of or reference to the Disclosing Party’s Confidential Information as shown by documents and other evidence in the Supplier’s possession.

3. Supplier shall not disclose to any third party any Proprietary Information and shall not use such Proprietary Information for any purpose other than a business relationship with Bolta for a period of five (5) years from the later of the date of this Agreement or the date such Proprietary Information was disclosed by Bolta or its customer to Supplier. Supplier should protect the Proprietary Information by using strictest confidence to prevent the unauthorized use, disclosure, dissemination, or publication of the information.

Supplier shall not remove any documents, records or other Proprietary Information, including taking photos from Bolta’s premises without prior approval by an authorized Bolta employee. Samples or other tangible items incorporating Proprietary Information supplied to Supplier by Bolta or its customer shall be returned to Bolta upon its request. Supplier may disclose Proprietary Information, only with prior written approval of Bolta, to third parties when necessary to the business relationship between Bolta and Supplier and who have signed an agreement with or for the benefit of Bolta which protects the Proprietary Information to the same extent as this Agreement. The obligations under this agreement shall not apply to information disclosed to a court of competent jurisdiction.

4. Notwithstanding the foregoing, Supplier shall not be required to maintain in confidence:

Information which is or has subsequently become public knowledge without fault of the supplier;

Information which is known to Supplier at the time of disclosure as evidenced by prior written records and which is not subject to an obligation of confidence imposed in another agreement or relationship; or

Information which is lawfully obtained from a third party entitled to disclose it without breaching any obligation to Bolta.

5. Supplier shall not disclose to any third party that Supplier is providing or may provide services or goods to Bolta. Supplier shall not disclose to Bolta the Proprietary Information of Supplier or third parties.

6. Supplier acknowledges that Bolta’s remedy at law for any breach or threat of breach of this Agreement may be inadequate and that, in the event of any such breach or threat of breach, Bolta shall be entitled, in addition to all other rights and remedies otherwise available at law or in equity, to injunctive relief to enforce this Agreement.

7. Supplier is an independent contractor and not an agent, employee, partner, or joint venture of Bolta. Bolta is under no obligation to purchase from Supplier.

8. This Agreement continues until terminated by Supplier on 90 days written notice to Bolta provided that termination shall not eliminate or reduce the restrictions on disclosure of Proprietary Information disclosed prior to the termination of the Agreement. The non-disclosure provisions of this agreement shall survive the termination of this agreement and Supplier’s duty to hold Proprietary Information in confidence shall remain in effect until the Information no longer qualifies as trade secret.

Upon termination or expiration, all Proprietary Information furnished here under shall remain the property of Bolta and shall be returned or destroyed promptly upon request. Upon request, the Supplier shall furnish Bolta with written notice certifying destruction of aforementioned information.

9. This Agreement expresses the complete understanding of Bolta and the Supplier with respect to the subject matter and supersedes all prior proposals, agreements, representation, and understandings. This agreement may not be amended except in writing signed by both parties.

10. This Agreement shall be governed by the laws of the State of Alabama without regard to principles of conflicts of law thereof. The parties irrevocably consent to the jurisdiction of courts in Alabama in the enforcement of the Agreement.

Company (“Supplier”)

Signature Date

Name Title