

# PROPRIETARY INFORMATION AGREEMENT

## GE-Hitachi Nuclear Energy Americas LLC

(or use the name of the other legal entities when appropriate: GE-Hitachi Nuclear Energy International LLC, GE-Hitachi Global Laser Enrichment LLC)

AND

**[Name of the other company]**

**THIS AGREEMENT** (hereinafter referred to as the **"Agreement"**), is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between:

**GE-Hitachi Nuclear Energy Americas LLC [or use the name of the other legal entities as specified in the title above]** (hereinafter referred to as **"GEH"**), a limited liability company organized and existing in accordance with the laws of the State of Delaware, USA, having an office and place of business in Wilmington, North Carolina,

and

\_\_\_\_\_ (hereinafter referred to as **"Recipient"**), a \_\_\_\_\_ **[Describe the type of legal entity, e.g., Limited Liability Company, Corporation, etc.]** organized and existing in accordance with the laws of \_\_\_\_\_, **[Insert the State where the other company is incorporated or its country of incorporation if it is a non-US company]** having an office and a place of business in \_\_\_\_\_ **[Insert the City and Country where its office is located]**, either or both of which shall also be hereinafter referred to as the **"Party"** or **"Parties"**, respectively.

### WITNESSETH:

**WHEREAS**, for the mutual benefit of both Parties, GEH wishes to disclose to Recipient and Recipient wishes to receive from GEH certain information for the purpose of quoting and preliminary project discussions where Recipient provides services/products to GEH (the **"Purpose"**);

**WHEREAS**, some or all of such information is considered proprietary to GEH; and

**WHEREAS**, GEH and Recipient wish to define the obligations of Recipient regarding: (i) the protection of such proprietary information (if no subsequent purchase order and/or contract is enter into by the Parties); (ii) the protection of such

proprietary information during the time period prior to the Parties subsequently entering into a purchase order and/or contract pertaining to the proprietary information provided under this Agreement (said proprietary information will be subsequently governed and controlled by the terms of the purchase order and/or contract); and (iii) providing assurances regarding export of all technical information.

**NOW, THEREFORE**, in consideration of these premises, and of the mutual promises and covenants contained herein, the Parties agree as follows:

1. The term **"Proprietary Information"** as used herein shall mean information which is disclosed to Recipient in written, visual or oral form and which is identified in writing at the time of disclosure by an appropriate legend, marking, stamp or other positive written identification to be proprietary to GEH and shall also include any notes, summaries, reports, analyses or other materials derived by the Recipient in whole or in part from the proprietary information in whatever form maintained (collectively **"Notes"**). Proprietary Information transmitted orally shall be confirmed as proprietary by a written summary to be submitted by GEH to Recipient within thirty (30) business days after the oral transmission thereof.
2. This Agreement shall not be construed as a teaming, joint venture, or other such arrangement; rather, the Parties expressly agree that this Agreement is only for the purpose of treating and protecting Proprietary Information and providing assurances regarding export and re-export.
3. GE has no obligation to supply Proprietary Information or any other information hereunder.
4. Nothing in this Agreement shall be deemed to grant Recipient a license directly or by implication, estoppel or otherwise under any patent, patent application, copyright, or other intellectual property related to any information to which this Agreement applies. It is likewise understood that nothing in this Agreement shall be construed as granting the Recipient any right to use, or as permitting Recipient the right to use, any Proprietary Information that becomes publicly known through an improper act or omission by the Recipient.
5. Recipient shall preserve all Proprietary Information in confidence and prevent disclosure thereof to third parties, including, but not limited to, parent, affiliate and subsidiary organizations of Recipient, consultants of Recipient, and subcontractors of Recipient. Recipient may disclose the Proprietary Information to third parties, if Recipient receives the prior written consent of GEH and the third party executes an appropriate confidentiality agreement that is at least as restrictive as the terms and conditions contained in this Agreement and is approved in writing by GEH.

6. Except where necessary for purposes connected with the Purpose, Recipient shall not make any copy or in any way reproduce or excerpt the Proprietary Information except as authorized by GEH in writing prior to such reproduction or excerption. All reproduced copies of the Proprietary Information and Notes thereof shall bear the original legend, marking, stamp or other positive written identification on the face thereof indicating that the information therein is proprietary to GEH.
7. The Recipient shall maintain appropriate policies and procedures adequate to protect the confidential nature of the Proprietary Information, including agreements with the Recipient's employees to prevent unauthorized disclosure or publication of such information. Access to the Proprietary Information shall be limited to only those employees of Recipient having a need for such access in connection with the Recipient's work on the Purpose.
8. Proprietary Information delivered under this Agreement shall be used by Recipient only for the Purpose. No other use of the Proprietary Information is permitted without the prior written consent of GEH.
9. The obligations with respect to handling, disclosing, reproducing, and using such Proprietary Information, as set forth in this Agreement, are not applicable to any information if the same is:
  - a. In the public domain prior to receipt by Recipient or subsequent to the date of receipt without breach of this Agreement by Recipient, or
  - b. Known, as evidenced by documentation, to Recipient without restriction prior to disclosure by GEH, or
  - c. Disclosed without restriction with the prior written approval of GEH, or
  - d. Independently developed by employees of Recipient who had not had access to the Proprietary Information, and the Recipient can verify the development of such information by written documentation, or
  - e. Disclosed without restriction to Recipient by a third party having a bona fide right to disclose the same to Recipient and without breach of this Agreement by Recipient.
10. If Recipient receives a demand (by interrogatories, subpoena, or other legal process) to disclose any Proprietary Information or Notes, Recipient agrees to provide GEH with prompt written notice of each such request and to cooperate

with GEH to obtain protection consistent with this Agreement for such Proprietary Information or Notes through an appropriate agreement, protective order or other mechanism. If Recipient is, in the opinion of its counsel, legally compelled to disclose such Proprietary Information or Notes, Recipient shall notify GEH and shall use its best efforts to obtain protection consistent with this Agreement as reasonably requested by GEH in advance of making a disclosure.

11. All technical information supplied to the Recipient and any other technical data, technical information, Proprietary Information, software, services, assistance, equipment or materials, furnished to the Recipient in connection with the Purpose ("**Disclosed Information**"), shall at all times be subject to the export control laws and regulations of the United States Government, including 10 CFR 810 and the U.S. Export Administration Regulations. Recipient agrees that no Disclosed Information, or any product thereof, shall be exported or re-exported by Recipient or its authorized transferees, if any, directly or indirectly unless Recipient receives the prior written approval of GEH explicitly permitting such actions and such actions are conducted in accordance with all U.S. export control laws and regulations. The obligations of Recipient under this paragraph shall survive any termination, expiration or discharge of any other contract obligations.
12. This Agreement shall terminate thirty (30) days from the date that written notice of termination is given by either Party to the other Party hereto, or five (5) years from the date of this Agreement first above written. Upon the earlier of (a) the time when the Proprietary Information is no longer required for the Purpose, (b) any termination of this Agreement, or (c) upon the written request of GEH for the return of the Proprietary Information, the Recipient will immediately: (i) return all Proprietary Information disclosed to it; and (ii) will destroy (with such destruction to be certified by the Recipient in writing to GEH) all Notes, without retaining any copy thereof. No such termination of the Agreement or return or destruction of the Proprietary Information or Notes will affect the confidentiality obligations of the Recipient, all of which will continue in effect as provided in this Agreement.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., excluding its conflict of laws rules. The Parties agree to submit to the jurisdiction of the State and Federal Courts of the State of New York and consent that service of process may be made upon them in any legal proceedings relating hereto by any means allowed under State and Federal law in litigating any disputes arising from this Agreement.
14. This Agreement contains the entire understanding between the Parties relative to the treatment and protection of information that may be exchanged between the Parties in connection with the Purpose and supersedes all prior and collateral communications, reports, and understandings between the Parties relating to the treatment and protection of such information. No change, modification, alteration,

or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties. This Agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data exchanged, and the duties of the Parties shall be determined exclusively by this Agreement.

15. Recipient agrees that if Recipient is proven to have violated any of the terms of this Agreement, Recipient shall reimburse and indemnify GEH for any, damages, losses, costs, attorneys' fees or penalties sustained or incurred as a result of, or in connection with, any such violation.
16. In the event of a breach of this Agreement, Recipient agrees that (a) GEH will suffer irreparable injury which could not adequately be compensated by monetary damages, (b) GEH's monetary damages would be exceedingly difficult to measure, and (c) GEH's remedies at law would be inadequate, and accordingly, Recipient consents to an entry of an order of a court of competent jurisdiction for the grant of an injunction against such breach without any requirements to provide or post a bond or other security as a condition of such relief.
17. GEH shall retain ownership of all Proprietary Information and Intellectual property it had prior to execution of this Agreement. The Parties do not intend for the Recipient to create any intellectual property under this Agreement.
18. All provisions of this Agreement are severable, and if any provision or part thereof of this Agreement is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the Parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable and binding.
19. Recipient shall notify GEH immediately upon discovery of any loss, unauthorized disclosure or use of the Proprietary Information and/or Notes or any other breach of this Agreement by the Recipient. In any such event, the Recipient shall cooperate with GEH to regain possession of the Proprietary Information and/or Notes and shall prevent any further unauthorized disclosure or use.
20. GEH makes no warranty or representation whatsoever as to the sufficiency or accuracy of the Proprietary Information provided hereunder, the ability of Recipient to use the Proprietary Information for the Purpose, or as to the result to be obtained therefrom.
21. Neither GEH nor its suppliers or subcontractors of any tier shall be liable with respect to or resulting from the use (or the results of such use) or misuse of any Proprietary Information furnished hereunder, and Recipient shall be exclusively responsible and liable and indemnify and hold harmless GEH and its suppliers and

subcontractors of any tier with respect to or resulting from any such use or misuse of any Proprietary Information furnished hereunder.

22. Recipient shall not assign this Agreement without the prior written agreement of GEH.

23. This Agreement shall be binding upon the Parties and their respective legal successors and permitted assigns.

24. Any notices required or permitted to be given under this Agreement will be in writing and either delivered personally or sent by courier, email or facsimile transmission and will be effective on the day of receipt of the notice if received during normal business hours of the addressee, and if not received during such normal business hours then on the first business day of the addressee after receipt.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

**[LEGAL NAME OF RECIPIENT]**

**GE-Hitachi Nuclear Energy Americas LLC**

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title: