

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is made effective as of the date fully executed below (the “**Effective Date**”), by and between Blue Ridge Power, LLC, a North Carolina limited liability company with offices at 105 Fairview Road, Suite 30, Asheville, North Carolina 28803 (together with its Affiliates, “**BRP**”) and _____, a _____ with offices at _____ (the “**Company**”). BRP and the Company are herein individually referred to as a “**Party**” and collectively referred to as the “**Parties**”. In this Agreement, “**Disclosing Party**” refers to the Party disclosing information to the other Party, and “**Receiving Party**” refers to is the Party receiving information from the other Party. “**Affiliate**” means an any entity that directly or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the Party specified. For purposes of this definition, control of an entity means (a) the power, direct or indirect, to direct or cause the direction of the management and policies of such entity, whether by contract or otherwise, or (b) the ownership of fifty percent (50%) or more of the voting securities of such entity.

1. The Parties are interested in exploring a possible business relationship to further the development, construction, financing and/or operation of certain utility scale solar photovoltaic energy, energy storage (including BESS), or other renewable energy projects (the “**Purpose**”);.

2. The term “**Confidential Information**” shall mean any oral, written, graphic or machine-readable information related to the Purpose that is provided by the Disclosing Party or its directors, officers, employees, Affiliates, representatives, or agents to the Receiving Party, including business plans, agreements, services, customers, investors, business partners, marketing, finances, patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering or formulae of the Disclosing Party or its Affiliates. Confidential Information shall not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives; (ii) was available to the Receiving Party or its Representatives on a non-confidential basis prior to its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party; or (iv) was independently developed by the Receiving Party or its Representatives, without reference to the Confidential Information.

3. The Receiving Party agrees not to use the Confidential Information for its own use or for any purpose other than to carry out the Purpose. The Receiving Party agrees not to disclose the Confidential Information to third parties other than to the Receiving Party’s Affiliates, and its and their respective directors, officers, employees, actual or potential subcontractors, consultants, vendors, financing sources, members, partners, legal counsel, accountants, and agents (collectively, “**Representatives**”) to the extent necessary to carry out the Purpose. Prior to any disclosure of Confidential Information to such Representatives, the Receiving Party shall ensure that its Representatives have been notified of the confidential nature of the Confidential Information and shall direct such Representatives to treat such information in accordance with terms at least as restrictive as this Agreement. The Receiving Party shall be liable for any breach by its Representatives of the terms of this Agreement.

(a) The foregoing notwithstanding, a Party may disclose Confidential Information pursuant to an order or requirement of a court, administrative agency, or other governmental body as directed by its counsel, provided however, that if permitted by law the Receiving Party shall provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. If, in the absence of a protective order, the Receiving Party is, in the opinion of its counsel, compelled to disclose the Confidential Information, such party or its

Representative may disclose such Confidential Information to the extent compelled to do so without liability hereunder.

(b) The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed by it nor shall the Disclosing Party be liable to the Receiving Party relating to the Receiving Party's use of the Confidential Information or any errors therein or omissions therefrom.

4. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, mask work right, trade secrets or other intellectual property of the Disclosing Party, nor shall this Agreement grant the Receiving Party any title, license or other rights in or to the Confidential Information except as expressly set forth herein. Receiving Party shall promptly return or destroy Disclosing Party's Confidential Information upon the written request of the Disclosing Party; provided, that the Receiving Party may retain (i) one physical copy of such materials solely for archival, legal, compliance or regulatory purposes and (ii) electronic copies in accordance with the Receiving Party's customary electronic record retention and retrieval practices. Such retained Confidential Information will remain subject to this Agreement.

5. If any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law, and such invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect to such invalid or unenforceable term or provision.

6. Both Parties acknowledge that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement by the Receiving Party, and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, agree that the Disclosing Party shall be entitled to seek injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement.

7. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of North Carolina without giving effect to the conflicts of law principles thereof. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States or the courts of the State of North Carolina in each case located in Mecklenburg County and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties. Neither Party will, without prior approval of the other Party, make any public announcement regarding the other Party's involvement in the Purpose or associated projects.

9. This Agreement shall inure to the benefit of and shall be binding upon the Parties' respective successors and permitted assigns. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

10. This Agreement shall commence as of the Effective Date and shall continue in effect until the earlier of (a) three (3) years from the Effective Date, or (b) termination by written notice by either Party. The

obligations of confidentiality contained herein shall survive and continue for a period of two (2) years after termination of this Agreement.

11. This Agreement may not be amended or assigned without the prior written consent of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

12. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

<hr/> (Company Name) Signature: _____ Name: _____ Title: _____ Date: _____	BLUE RIDGE POWER, LLC Signature: _____ Name: _____ Title: _____ Date: _____
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