

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of this ___ day of _____, 2019, by and between **Evelozcity** with offices at **19951 Mariner Avenue, Torrance, CA 90503** (the “Disclosing Party”), and _____ (the “Recipient”).

1. **Background.** The parties plan to attend a town hall-style meeting among various members of the vehicle industry sponsored by the Original Equipment Suppliers Association on Msy 22, 2019. (“Meeting”). During the Meeting, the Disclosing Party plans to discuss and display certain information regarding its company, including certain oral or written information about its vehicle prototypes, the component parts used in its vehicle prototypes and the company program plan. Any non-public information provided by Disclosing Party, including, without limitation, information about the prototype vehicles, component parts the and company itself at the Meeting are deemed Confidential Information (as defined below) for purposes of this Agreement. The parties hereto are entering into this Agreement to ensure the confidentiality of the Confidential Information.

2. **Non-Disclosure of Confidential Information.** The Recipient agrees not to videotape, photograph or otherwise record any Confidential Information. The Recipient shall not disclose any Confidential Information to any third parties other than to its affiliates, and its and their respective officers, directors, employees, consultants or professional advisers (collectively, “Representatives”) who have a need to know the Confidential Information for use in evaluating or pursuing a potential business relationship with Disclosing Party or its affiliates (“Permitted Use.”) Recipient will, and will cause its Representatives to (i) hold the Confidential Information in strict confidence, in a manner consistent with the protections it employs to protect its own confidential information of a similar nature, and in any event no less than a reasonable standard of care and in strict accordance with the provisions of this Agreement; and (ii) use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. Recipient shall remain liable for any failure by its Representatives to comply with the terms of this Agreement. “Confidential Information” means any non-public information disclosed by Disclosing Party to Recipient, either directly or indirectly in writing, orally, visually or by inspection of tangible objects in connection with the Meeting and related discussions or the Permitted Use (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, hardware, formulations, specifications, product configuration information, product components, marketing and finance documents, prototypes, samples, data sets, and equipment), whether or not designated as “confidential” at the time of disclosure.

3. **Limitations.** The obligations of the Recipient specified in Section 2 above shall not apply with respect to Confidential Information to the extent that such Confidential Information: (a) is or becomes generally known to the public without any act or omission on the part of the Recipient or its Representatives; (b) is in the Recipient’s lawful possession at the time of disclosure by the Disclosing Party; (c) is or becomes known to the Recipient through disclosure by an unaffiliated third party (except where such third party is known by the Recipient to be disclosing such information in breach of obligations of confidence); or (d) is independently developed by or for the Recipient by persons who have had no access to or been informed of the existence or substance of the Confidential Information. It shall not be a breach of this Agreement for the Recipient to disclose Confidential Information if required to do so under law or in a judicial, arbitral, or governmental proceeding or investigation, *provided*, (i) the Disclosing Party has been given reasonable prior notice to allow it the option to take actions to protect its interest and Recipient shall cooperate with any reasonable requests of the Disclosing Party in connection thereof, including any protective orders or other safeguards sought by the Disclosing Party; and (ii) the Recipient only discloses that portion of the Confidential Information (with a full copy to the Disclosing Party) required to be disclosed and shall preserve the confidentiality of all other Confidential Information.

4. **Ownership of Confidential Information.** All Confidential Information shall remain the exclusive property of the Disclosing Party and nothing in this Agreement shall be deemed to grant the Recipient any license, right, title, or interest in or to the Confidential Information. The Recipient acquires no intellectual property license or rights under this Agreement except the limited right to review such Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either party to enter into any further agreement with the other or to require Disclosing Party to disclose any particular or further Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency relationship between the parties.

5. **Injunctive Relief.** Recipient acknowledges that its breach of this Agreement may cause irreparable damage to Disclosing Party and hereby agrees that, in addition to any other relief available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief under this Agreement.

6. **Governing Law.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state.

7. **Amendment and Construction.** This Agreement may be amended or modified only by written instrument executed by both parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed or interpreted so as to best accomplish the objectives of the Agreement within the limits of applicable law. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. The parties agree that any representation, warranty or condition, written or otherwise, not expressly contained in this Agreement or in an authorized written amendment thereto shall not be enforceable by any party.

10. **Term.** The confidentiality obligations contained in this Agreement expire and are of no further force or effect five (5) years from last date that Confidential Information was disclosed under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Non-Disclosure Agreement as of the date first set forth above.

EVELOZCITY

RECIPIENT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____