

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “*Agreement*”), entered into effective as of March 19th, 2021 and is executed by Bryan R. Johnson dba Energy Tech Innovations, LLC (also referred to as “ETI”) located at S77 W29837 High Cross Drive Mukwonago, WI 53149 and the City of Waukesha with offices located at 201 Delafield St, Waukesha, WI 53188. Each of the foregoing may be referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, The Parties desire to share information involving biogas processing and related treatment technologies as described herein.

WHEREAS, The Parties, for their mutual benefit and in contemplation of the foregoing, Confidential Information (as defined below) will be provided by ETI to the City of Waukesha personnel that involves biogas processing and related treatment technologies as described herein.

WHEREAS, The Parties understand that Strand Associates, Inc. has entered into a Confidentiality Agreement with ETI that will allow the City of Waukesha personnel to disclose and discuss ETI’s Confidential Information with Strand Associates, Inc. and/or ETI personnel.

WHEREAS, The Parties wish to define their respective rights and obligations with respect to such Confidential Information.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. For purposes of this Agreement:
 - a. In all cases under this Agreement, the “Disclosing Party” shall mean ETI, the Party hereto with respect to disclosures of Confidential Information to the “Receiving Party” as defined below; and
 - b. In all cases under this Agreement, the “Receiving Party” or “Other Party” shall mean the City of Waukesha, the Party hereto with respect to receiving Confidential Information from the “Disclosing Party” as defined above.
2. As used herein, the term “*Confidential Information*” means information which is proprietary or confidential in nature to the Disclosing Party, including ETI’s biogas water wash system details including; performance data, related analysis, modeling, design information, breakdown of system costs, detailed economic projection information, process applications, specifications, drawings, blueprints, plans, flow sheets, design engineering information, operational strategies, unpatented inventions whether in written form, oral or electronic information. This Confidential Information includes information shared by the Disclosing Party with the Receiving Party prior to the effective date of this Agreement. In addition, other information disclosed by the Disclosing Party to the Receiving Party may be deemed from time to time as Confidential Information, if designated by the Disclosing Party as such.
3. Notwithstanding the provisions defined above, the term “*Confidential Information*” shall not include any information (or any portion thereof) to the extent that such information: (i) is known by the general public at the time of disclosure; or (ii) that the Receiving Party can establish by written proof that the information in question was made known to the

Receiving Party from the general public other than the Disclosing Party prior to the time of such disclosure.

4. If the Receiving Party wishes to assert that, pursuant to the provisions of Section 3, the Receiving Party shall have no obligation to preserve the proprietary and confidential nature of any such Confidential Information, however the burden shall be upon the Receiving Party to show all of the facts and circumstances which, under Section 3, would entitle the Receiving Party to treat such information as not proprietary and confidential, including without limitation, in the case of any release or disclosure by or to any third party, that such release or disclosure was authorized, without restriction, or does not violate any confidentiality obligation hereunder, as the case may be.

5. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information if such disclosure occurs due to a legal action resulting from a judicial or governmental entity; provided, however, that prompt notice of such judicial or other governmental action shall have been given to the Disclosing Party affording the Disclosing Party the opportunity to pursue any legal remedies that may include but not limited to securing the appropriate treatment of any such Confidential Information. In addition, pursuant to the Wisconsin Open Records Law, the Receiving Party shall promptly notify the Disclosing Party if there are any 3rd party information requests that would include the disclosure of the Disclosing Party's Confidential Information. Upon notification from the Receiving Party detailing a 3rd party information request, the Disclosing Party will be given the option to provide the requested information in redacted form to the Receiving Party within 10 business days of receiving written notification from the Receiving Party. As such the Receiving Party shall subsequently share the Disclosing Party's redacted information with the 3rd party thereby affording the Disclosing Party the opportunity to protect "trade secret" information as allowed under Wisconsin's State Statutes. In the event that the 3rd party continues to make further informational requests seeking disclosure of the Disclosing Party's Confidential Information then the Receiving Party will notify the Disclosing Party so that the Disclosing Party may seek a court order to enjoin any such disclosure. Notwithstanding the application of this Section 5, any Confidential Information disclosed pursuant to this Section 5 shall continue to be treated as Confidential Information by the Receiving Party unless determined otherwise by a judicial proceeding.

6. Receiving Party will not at any time, without the prior written consent of the Disclosing Party (which consent may be withheld for any reason) publish, disclose or otherwise disseminate, duplicate or use, directly or indirectly, Confidential Information to or for its benefit or for any third party. Receiving Party agrees not to use the Confidential Information for any purpose other than the Receiving Party's evaluation of ETI's biogas water wash system and ETI's related technology information in conjunction with carrying out the provisions defined within this agreement.

7. Receiving Party agrees that: (i) all rights to Confidential Information disclosed by or on behalf of the Disclosing Party pursuant to this Agreement are reserved to the Disclosing Party; and (ii) no license or conveyance of any rights relating to such Confidential Information is granted or implied by the Disclosing Party to Receiving Party by reason of this Agreement or any agreement between the Parties.

8. In addition to the foregoing above, the additional provisions apply to this Agreement as follows;

a) The Other Party agrees that any and all biogas process and related technology applications that results from or in connection with ETI's system installations or ETI's proposed systems or processes shall be ETI's exclusive intellectual property. The Other Party acknowledges and understands that ETI has undertaken significant efforts related to developing this intellectual property. Furthermore, the Other Party represents that it will not infringe in any way or make any claim of intellectual ownership or in the future make any claim or make any related improvements to ETI's intellectual property or practice ETI's intellectual property without ETI's written approval.

b) The Other Party may share specific Confidential Information with 3rd Party's as approved in writing from ETI given that the that have entered into confidentiality agreement with ETI. With regard to this provision, ETI will decide in its sole discretion regarding any specific Confidential Information that may be disclosed to 3rd parties or to the general public.

c) The Parties agree that the relationship between the Parties is one of unrelated Parties.

9. This Agreement shall be effective as of the date first set forth above and shall continue in effect for 5 years from the commencement date of this Agreement.

10. At Disclosing Party's written request and within 30 days of receiving this request, the Receiving Party shall give the Disclosing Party a certificate confirming compliance with this Agreement.

11. This Agreement embodies all of the understandings between the Parties hereto concerning the subject matter hereof, and merges all prior discussions and writings between them as to confidentiality of information other than as expressly provided in this Agreement, or as duly set forth subsequent to the date hereof in writing and signed by both Parties.

12. Without prejudice to the rights and remedies otherwise available to the Disclosing Party, the Disclosing Party shall be entitled to equitable relief by way of injunction if there is a breach or threat of a breach of any of the provisions of this Agreement by the Receiving Party. The Parties agree and acknowledge that damages would not be an adequate remedy in the event of a breach of this Agreement.

13. This Agreement shall be governed by the laws of the State of Wisconsin. However, ETI shall be the sole party to determine where a prosecution venue action may be pursued in the State of Wisconsin.

14. This Agreement may be executed in counterparts by signatures that may sent electronically by email or by regular mail, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

15. The provisions of this Agreement are severable, and if any one or more of such provisions is determined to be judicially unenforceable, the remaining provisions shall nevertheless be binding and enforceable.

16. Any and all notices, demands, requests, or other communications required or permitted by this Agreement or by law to be served or given or delivered from one Party to the other Party to this Agreement shall be in writing and deemed duly served when delivered

electronically and acknowledged electronically by the other Party or when personally delivered to the other Party or to an officer of the other Party, or in lieu of such personal delivery, when deposited in the United States mail by first-class postage prepaid via contact information at the addresses listed within this Agreement.

<<signatures follow immediately below>>

IN WITNESS WHEREOF, the undersigned have entered into and executed this Confidentiality Agreement effective as of the day and year referenced herein.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____