



## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into this Month of January 2026 (“Effective Date”) by and between \_\_\_\_\_, a \_\_\_\_\_, (“[ ]”) and Private Utility Data Park Coalition (PUDPC). [ ] and PUDPC shall be referred to individually herein as “Party”, and collectively, as “Parties”. “Disclosing Party” is defined as the party disclosing Confidential Information (as hereinafter defined) to the other party in connection with the Business Relationship (as hereinafter defined), and the “Receiving Party” is defined as the party receiving the Confidential Information from such Disclosing Party.

Whereas the Parties desire to explore a business opportunity of mutual interest and/or enter into a business relationship, which in connection with such discussions, each party may disclose certain information, including Confidential Information and proprietary information (as defined below) to the other. As a condition to such information being disclosed by the Parties, both parties understand and agree to the following.

- 1) **BUSINESS RELATIONSHIP.** This Agreement does not require that the parties enter into a business relationship, nor does it alter, amend, or expand upon any rights to continue in a business relationship under any existing agreements or under applicable law. The potential business relationship contemplated between the Parties for which information may be exchanged hereunder, is in connection of a potential business synergy between the Parties, which may be established in the near future, and which shall be referred to herein as the “Business Relationship”.
- 2) **CONFIDENTIAL INFORMATION.**
  - a) **COMPANY INFORMATION.** At all times, the Parties agree to hold in strictest confidence, and not to use, except for the benefit of Disclosing Party, or to disclose to any person, firm, corporation, or other entity without written authorization by authorized person, any Confidential Information which is obtained or created as a result of disclosure by or on behalf of the Disclosing Party. The Receiving Party agrees not to make copies of such Confidential Information except as authorized.
  - b) **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, “Confidential Information” means, budgets, not limited to all information, materials, technical data, trade secrets or know how, disclosed orally, visually or in writing to the Receiving Party by the Disclosing Party or any other information that the Disclosing Party treats or maintains as confidential or proprietary, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed either directly or indirectly in writing, orally or by drawings or observation of parts or



equipment or created during the period of the Relationship, whether or not during working hours. “Confidential Information” includes, but is not limited to, information pertaining to any aspects of Disclosing Party’s business, which is either information not known by actual or potential competitors of the company or is proprietary information of the Disclosing Party. “Confidential Information” also includes every new document, report, database, etc., that results from the compilation of the Confidential Information. This Agreement also includes but is not limited to Confidential Information acquired during any facility tours. Confidential Information does not include any information which is publicly known or which becomes publicly known other than through wrongful acts of the Receiving Party or breach of the Receiving Party’s obligations hereunder; (ii) was known to the Receiving Party prior to disclosure by the Disclosing Party without any breach of confidential obligations; or, (iii) is disclosed to Receiving Party without obligation of confidentiality by a third party which has legal right to make such disclosure.

- c) Certain Confidential Information or trade secrets as described above derives independent economic value, actual or potential, to the Disclosing Party from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Receiving Party agrees to use reasonable efforts (these efforts being not less than that employed to protect its own confidential or proprietary information of a similar type) to safeguard the Confidential Information and prevent unauthorized, negligent, or inadvertent use or disclosure. Receiving Party shall disclose Confidential Information received under this Agreement only to those who have a need to know such information in the course of performance of their duties and who are bound by written agreement to protect the confidentiality of such Confidential Information in accordance with the terms of this Agreement.
  - d) Party does not acquire any rights in the Confidential Information except the limited right to use such Information as described above and in no event will Receiving Party use any Confidential Information in a manner which is opposed to the legitimate business interests of the Disclosing Party.
  - e) The Receiving Party shall take, at its own expenses, the precautions and actions required to assure the secrecy of the Confidential Information and to restrict all unauthorized use of such information, even by adopting reasonable administrative or judicial measures.
  - f) The Receiving Party acknowledges, at all times and unconditionally, that the Confidential Information is and will always be exclusive property of the Disclosed Party. Any use of such information for the purpose of competition is forbidden. The terms of this Agreement may not be interpreted so as to grant the Company any type of right or license with regard to the Confidential Information.
- 3) **THIRD PARTY INFORMATION.** Both parties have received and, in the future, will receive confidential



or proprietary information from third parties subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. Parties agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out work under this relationship, consistent with Party's agreement with such third party. Each Party represents and warrants to the other that its performance of all terms of this Agreement has not breached and will not breach any agreement to keep in confidence proprietary information or data disclosed in confidence or trust. A Party will not disclose, or induce the other Party to use, any inventions, confidential or proprietary information or material belonging to any third party except with such third party's express authorization.

- 4) **COMMUNICATIONS.** The Receiving Party agrees that, without the prior written consent of the Disclosing Party, neither the Receiving Party nor its Representatives shall, directly or indirectly, initiate or cause to be initiated or otherwise maintain any communications or other contact (including arrangements for due diligence purposes, requests for additional information, requests for tours or management meetings and discussions or questions regarding procedures) with any officer, director, agent or employee of the Disclosing Party concerning the Confidential Information, the Proposed Transaction or, except in the ordinary course of business and unrelated to the Proposed Transaction, the business, operations, prospects or finances of the Disclosing Party. The Receiving Party further agrees that it will not make or maintain contact with any clients, customers, investors, or counterparties of the Disclosing Party except in the ordinary course of business wholly unrelated to the Proposed Transaction.
- 5) **RETURN OF INFORMATION.** Upon demand or, if not otherwise demanded, upon the termination of this Agreement, the Confidential Information, and all copies thereof and notes made therefrom shall be immediately destroyed by the Receiving Party or returned to the Disclosing Party. If destroyed, the Receiving Party shall certify in writing to the Disclosing Party that all such information, including all copies, has been destroyed; provided, however, the Receiving Party and its representatives may keep Confidential Information (i) in order to be in compliance with law or regulation or with internal compliance, audit and IT policies and procedures, and (ii) to the extent that the Confidential Information is practically incapable of being returned, destroyed or deleted (for example, due to automatic computer storage) provided that it is kept confidential in accordance with the provisions of this Agreement.
- 6) **TERM.** Each Party's obligations under this agreement shall remain for a period of two (2) years from the date of initial disclosure of such items of Confidential Information. Either Party may terminate this Agreement at any time by giving the other Party five (5) days written notice.
- 7) **NO USE OF NAME.** Without the prior written consent of the other, the Party agrees not to issue or release any articles, advertising, publicity, or other matter relating to any Confidential Information or mentioning or implying Jump, except as may be required by law and then only after providing Jump with prior written notice.
- 8) **LEGALLY REQUIRED DISCLOSURE.** In the event that Receiving Party is requested or required (by subpoena or other legal means) to disclose any Confidential Information, Receiving Party shall provide to the Disclosing Party with prompt written notice so that the Disclosing Party may seek a



protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, Receiving Party is nonetheless, after consultation with and upon the advice of counsel, legally compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party may, without liability hereunder, disclose only that portion of the Confidential Information which counsel advises Receiving Party is legally required to be disclosed, provided that Receiving Party exercise its reasonable efforts; to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party (at the Disclosing Party's sole cost and expense) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

- 9) **INJUNCTION.** Each Party acknowledges that any Confidential Information disclosed is of a special, unique, and proprietary character, and that breach or threatened breach of any provision of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Therefore, the injured party shall be entitled to injunctive relief to prevent or restrain any such breach or any threatened or continued breach of this Agreement, and to secure the enforcement of this Agreement. Such injunctive relief shall be in addition to and without limitation of all other remedies at law or in equity available.

10) **REPRESENTATIONS AND COVENANTS.**

- a) **AUTHORITY.** Each Party, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such Party. The Disclosing Party warrants that it has the right to disclose Confidential Information as provided herein.
- b) **FACILITATION OF AGREEMENT.** Parties agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon written request to do so.
- c) **CONFLICTS.** Each Party's performance of all the terms of this Agreement will not breach any agreement to keep in confidence Confidential Information acquired in confidence or in trust prior to commencement of this Business Relationship. Both Parties acknowledge they have not entered into, and agree not to enter into, any oral or written agreement in conflict with any of the provisions of this Agreement.
- d) **NO REPRESENTATION AS TO ACCURACY.** The Receiving Party acknowledges that the Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Receiving Party assumes full responsibility for all conclusions it derives from the Confidential Information and neither Disclosing Party nor any of its managers, principals, employees, agents, representatives, affiliates, or any other parties will have any liability to the Receiving Party or its Representatives with respect to such conclusions or any Confidential Information or its accuracy or completeness.



11) GENERAL PROVISIONS.

- a) **GOVERNING LAW.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Tennessee without regard to its conflict of law provisions. The parties agree to submit to any court of competent jurisdiction in the State of Tennessee in any action or dispute resolution process arising out of the terms, enforcement, or breach of this Agreement.
- b) **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions, understandings, or agreements between the parties. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.
- c) **NO RIGHTS GRANTED.** This Agreement does not constitute a grant, intention, or commitment on the part of either party to enter into any transaction or to grant any right, title, or interest in the Confidential Information to the Receiving Party, or any affiliate, officer, director, shareholder, employee, agent or representative thereof. None of the parties may assign or transfer to any third party, as a whole or in part, the rights and obligations arising from this instrument, except with the previous written consent of the other party.
- d) **NO AGENCY.** This Agreement does not create any agency, partnership, or joint venture relationship between parties.
- e) **NO WAIVER.** No waiver by a Party of any right or a breach of any provision of this Agreement shall constitute a waiver of any other right or breach or of any continuing breach of any other provision, nor shall it be deemed to be a general waiver of such provision by such party or to sanction any subsequent breach.
- f) **NO OBLIGATION TO PROVIDE CONFIDENTIAL INFORMATION.** Nothing in this Agreement shall be construed to require either Party to provide, or entitle either Party to obtain, any Confidential Information.
- g) **SEVERABILITY.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- h) **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon both Parties and their respective Affiliates, successors, and assigns, including any successor to Company or consolidation, purchase of assets, purchase of stock or otherwise.
- i) **ELECTRONIC SIGNATURES.** Facsimile and e-mail transmission of any signed original document and retransmission of any signed facsimile or e-mail transmission, will be the same as delivery or execution of an original. At the request of any Party, the Parties will confirm facsimile and e-mail transmitted signatures by signing an original document.
- j) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which counterparts together will constitute the same instrument, which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties will not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.



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- k) SURVIVAL. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement to any successor in interest or other assignee.
- l) CONSTRUCTION. This Agreement shall not be construed against any Party by reason of the drafting or preparation hereof.

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The Parties have executed and delivered this Agreement as of the date first above written.

Private Utility Data Park [ ]

By: 

Name: Trace Willson

Title: Managing Partner

Address: 205 11<sup>th</sup> St SE  
Bondurant Iowa 50035  
Telephone: 815-885-8034

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:  
City, State, Zip  
Telephone: