

## **NON- DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made this **DATE** (“Effective Date”), between Sensus USA Inc., of 8601 Six Forks Road, Suite 700, Raleigh, North Carolina, 27615 (“Discloser”) and **COMPANY NAME**, located at **ADDRESS** (“Recipient”).

**Whereas**, the parties wish to engage in binding contracts that involve **BUSINESS REASON FOR NDA**;

**Whereas**, the Discloser may disclose Confidential Information, as defined herein, to the Recipient in the course of these activities;

**Whereas**, both parties desire to protect the Confidential Information which may be disclosed to the Recipient.

### **IT IS AGREED:**

- 1. Confidential Information.** “Confidential Information” means any and all non-public information disclosed by the Discloser to the Recipient for the Purpose including, without limitation, all technical information about the Discloser’s products or services, product specifications, pricing, marketing, other business or financial information or plans of the Discloser, and all trade secrets of the Discloser. The Confidential Information may be transmitted orally, in writing or electronically. Notwithstanding the foregoing, “Confidential Information” shall not include, (i) any information that is in the public domain other than due to a breach of this Agreement, (ii) any information in the possession of the Recipient prior to disclosure by the Discloser hereunder, or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser.
- 2. Protection.** For three (3) years after the date of disclosure, the Recipient shall keep all Confidential Information of the Discloser confidential, provided that trade secret information shall be maintained in confidence until the longer of (i) three years from the date of disclosure; or (ii) until the information is no longer a trade secret under applicable law. Except as provided in Section 3, the Recipient shall not, directly or indirectly, disclose the Confidential Information to any third party, and the Recipient shall take reasonable care to protect the Discloser’s Confidential Information. The Recipient shall not make any copies of any tangible documentation or materials provided hereunder, except to the extent necessary for the Purpose. The Recipient shall not use the Confidential Information of the Discloser for any reason other than for the Purpose.
- 3. Permitted Disclosures.** The Recipient may only disclose the Confidential Information provided hereunder to its employees, agents, consultants and contractors who are directly involved in the Purpose and whom the Recipient has legally bound to comply with reasonable confidentiality obligations. The Recipient may also disclose Confidential Information to the extent it is obliged to do so under applicable laws, so long as it gives the Discloser reasonable notice to enable the Discloser to take protective steps.
- 4. Return.** Upon request of the Discloser, the Recipient shall either (i) return all Confidential Information (including all copies) to the Discloser; or (ii) destroy all Confidential Information (including all copies) and provide written certification of their destruction to the Discloser
- 5. Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years after the Effective Date. The provisions of this Agreement that are applicable to

circumstances occurring after termination or expiration shall survive such termination or expiration.

6. **Warranty.** Both parties represent and warrant that they have the right to engage in the discussions, and the Discloser represents that it has the right to disclose all information disclosed in the discussions. Notwithstanding the above, the Discloser does not make any representation or warranty as to the accuracy or completeness of the Confidential Information.
7. **No Obligations.** The Discloser is under no obligation to disclose Confidential Information. Nothing in this Agreement obligates either party (i) to offer for sale any product or service using or incorporating the Confidential Information; or (ii) to purchase any product or service from the other party.
8. **Ownership.** All rights in the Confidential Information disclosed remain the property of the Discloser. The Recipient does not acquire any intellectual property rights to the Discloser's Confidential Information.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and it supersedes any and all prior agreements, understanding or other communications, whether written or oral, formal or informal, between them. No consent, waiver, alteration, amendment, or modification shall be binding unless in writing and signed by both parties.
10. **Assignment.** Neither party may assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party.
11. **Governing Law and Jury Waiver.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, USA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
12. **Injunctive Relief.** Both parties acknowledge that a breach of this Agreement can cause the Discloser to suffer irreparable harm. IF ANY SUCH BREACH OCCURS OR IS THREATENED, THE DISCLOSER MAY SEEK INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE AND OTHER EQUITABLE REMEDIES (IN ADDITION TO ANY AND ALL OTHER REMEDIES AT LAW) WITHOUT PROOF OF MONETARY DAMAGES OR THE INADEQUACY OF OTHER REMEDIES, AND THE RECIPIENT WAIVES ITS RIGHT TO ALL SUCH DEFENSES.
13. **Limitation of Liability.** The Discloser's liability in any cause of action arising under, out of, or in relation to this Agreement, its negotiation, performance, breach or termination (collectively, "Cause of Action") shall be limited to direct damages. The Discloser shall not be liable for any indirect, incidental, punitive or consequential damages. This is so whether the Cause(s) of Action are in contract, under statute, in tort, including, without limitation, negligence, or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to the Discloser entering into this Agreement. They apply fundamentally and in all respects. They are to be interpreted broadly so as to give the Discloser the maximum protection permitted under law. If the Discloser is successful in any Cause of Action, the Recipient shall pay the Discloser's legal costs and reasonable attorneys' fees.
14. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.



15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confidentiality Agreement as of the date first written above.

**SENSUS USA INC.**

Company Officer

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

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

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

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

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

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