

NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made effective as of the ___ day of _____, 20__ by and between Smart Wire Grid, Inc. (hereinafter "Company") and _____ (hereinafter the "Purchaser"), to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available by Company to the Purchaser in connection with certain negotiations or discussions further described in Exhibit A attached hereto.

WHEREAS, the parties desire to assure the confidential status of the information which may be disclosed by Company to the Purchaser;

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. Subject to the limitations set forth in Paragraph 2, all information disclosed by Company to the Purchaser shall be deemed to be "Proprietary Information." In particular, Proprietary Information shall be deemed to include any trade secret, information, process, technique, algorithm, computer program (source and object codes), design, drawing, formula, test data, relating to any work in process, future development, marketing, servicing, financing or personnel matter relating to Company, its present or future products, sales, suppliers, clients, employees, investors, or business, whether in oral, written, graphic or electronic form.

2. The term "Proprietary Information" shall not be deemed to include information which the Purchaser can demonstrate by competent written proof: (i) is now, or hereafter becomes, through no act or failure to act on the part of the Purchaser, generally known or available; (ii) is known by the Purchaser at the time of receiving such information as evidenced by its records; (iii) is hereafter furnished to the Purchaser by a third party, as a matter of right and without restriction on disclosure; or (iv) is the subject of a written permission to disclose provided by Company.

3. The Purchaser shall maintain in trust and confidence and not disclose to any third party or use for any unauthorized purpose any Proprietary Information received from Company. The Purchaser may use such Proprietary Information only to the extent required to accomplish the intent of this Agreement. The Purchaser shall not use Proprietary Information for any purpose or in any manner that would constitute a violation of any laws or regulations, including without limitation the export control laws of the United States. No other rights or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

4. Proprietary Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

5. The Purchaser represents and warrants that it shall protect the Proprietary Information received with at least the same degree of care used to protect its own Proprietary Information from unauthorized use or disclosure. The Purchaser shall advise its employees or

agents who might have access to such Proprietary Information of the confidential nature thereof and shall obtain from each of such employees and agents an agreement to abide by the terms of this Agreement. The Purchaser shall not disclose any Proprietary Information to any officer, employee or agent who does not have a need for such information.

6. All Proprietary Information (including all copies thereof) shall remain the property of Company, and shall be returned to Company after the Purchaser's need for it has expired, or upon request of Company, and in any event, upon completion or termination of this Agreement.

7. Notwithstanding any other provision of this Agreement, disclosure of Proprietary Information shall not be precluded if such disclosure:

a. is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; *provided, however*, that the Purchaser shall promptly give notice to Company of such order in order to allow Company the opportunity to obtain a protective order or other appropriate remedy;

b. is otherwise required by law; or

c. is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

8. This Agreement shall continue in full force and effect for so long as the Purchaser continues to receive Proprietary Information. This Agreement may be terminated at any time upon thirty (30) days written notice to the other party. The termination of this Agreement shall not relieve the Purchaser of the obligations imposed by Paragraphs 3, 4, 5, 6 and 12 of this Agreement with respect to Proprietary Information disclosed prior to the effective date of such termination and the provisions of these Paragraphs shall survive the termination of this Agreement for a period of three (3) years from the date of such termination; provided, however, that with respect to trade secrets, the provisions of these Paragraphs shall survive the termination of this Agreement until the information subject to it is lawfully placed in the public domain. For purposes of this Paragraph, "trade secrets" shall be deemed to be Proprietary Information in the process of being patented or copyrighted or trademarked or which has explicitly been disclosed in writing by the disclosing party as a "trade secret".

9. The Purchaser agrees to indemnify Company for any loss or damage suffered as a result of any breach by the Purchaser of the terms of this Agreement, including any reasonable fees incurred by Company in the collection of such indemnity.

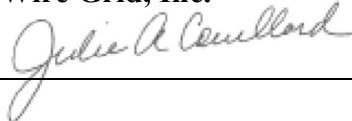
10. This Agreement shall be governed by the laws of the State of California as those laws are applied to contracts entered into and to be performed entirely in California by California residents.

11. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

12. Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by the Purchaser, including, without limitation, the actual or threatened disclosure of Proprietary Information without the prior express written consent of Company, Company will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each party hereby agrees that Company shall be entitled to specific performance of the Purchaser's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

AGREED TO:

Smart Wire Grid, Inc.

By: 

Print Name: Julie A. Couillard

Title: VP Engineering and Customer Support

Date: 03/18/2013

AGREED TO:

_____ (“Purchaser”)

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Purpose for which Proprietary Information is to be disclosed:

1. To protect the confidential and proprietary nature of material contained in product purchased by Purchaser.