

SINGLE PARTY NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made as of February 6, 2025 (the "Effective Date") by the recipient identified below ("Recipient") for the benefit of Cambrin LLC and its Affiliates ("Discloser").

1. Definitions.

"Confidential Information" means information disclosed to Recipient at any time relating to Discloser's business, including, without limitation, product designs, product plans, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how. Confidential Information also includes (a) the existence of this Agreement, (b) the fact or nature of the discussions between the parties, (c) the existence of the project and (d) the entity/company behind the project.

"Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity. Each Affiliate that, directly or indirectly, receives Confidential Information of the other party (or any of the other party's Affiliates) shall also be bound under the terms of this Agreement and shall ensure and be responsible for the compliance of its own Affiliates with respect to the terms of this Agreement.

2. Use of Confidential Information. Recipient may use Confidential Information only to evaluate (a) whether to enter into a business relationship with Discloser and (b) Discloser's proposed project.

3. Disclosure of Confidential Information. Recipient will: (a) hold Confidential Information in strict confidence and take reasonable precautions to protect Confidential Information (such precautions to include, at a minimum, all precautions Recipient employs with respect to its own confidential materials); (b) not divulge any Confidential Information to any third party (other than to its employees or contractors as set forth below); and (c) not copy or reverse engineer any materials disclosed under this Agreement or remove any proprietary markings from any Confidential Information. Any employee or contractor given access to any Confidential Information must have a legitimate "need to know" such Confidential Information for use specified in Section 2 and Recipient will remain responsible for each such person's compliance with the terms of this Agreement.

4. Term; Confidentiality Period. This Agreement shall continue in effect until terminated by Discloser upon written notice to Recipient. Irrespective of any termination of this Agreement, Recipient's obligations with respect to Confidential Information under this Agreement expire 5 years from the date of receipt of such Confidential Information (except with respect to any trade secrets where such obligations will be perpetual).

5. Exclusions. This Agreement imposes no obligations with respect to information which: (a) was in Recipient's possession before receipt from Discloser, (b) is or becomes a matter of public knowledge through no fault of Recipient, (c) was rightfully disclosed to Recipient by a third party without restriction on disclosure or (d) is developed by Recipient without use of Confidential Information as can be shown by documentary evidence. Recipient may make disclosures required by court order provided Recipient (i) provides Discloser with notice of such disclosure as promptly as possible, (ii) uses diligent efforts to limit such disclosure and obtain confidential treatment or a protective order and (iii) has allowed Discloser to participate in the proceeding. Notwithstanding any other term of this Agreement, Recipient is prohibited from confirming or commenting on any information, public or otherwise, concerning Discloser or its business, regardless of its accuracy, without prior express written permission from Discloser.

6. Return or Destruction of Confidential Information. Upon termination of this Agreement or written request by Discloser, Recipient will: (a) cease using Confidential Information, (b) return or destroy Confidential Information and all copies, notes or extracts thereof to Discloser within 7 business days of receipt of request, and (c) upon request of Discloser, confirm in writing that Recipient has complied with these obligations.

7. Proprietary Rights. Recipient does not acquire any intellectual property rights or any other rights under this Agreement except the limited right to use Confidential Information set forth in Section 2.

8. Disclaimer. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITH ALL FAULTS.

9. Publicity. Recipient will not make, or authorize any third party to make, any public announcement or other disclosure related to this Agreement or any potential agreement or relationship with Discloser or any of its affiliates or subsidiaries without the prior written approval of Discloser. For the purposes of this Agreement public announcements include disclosures to any person or entity other than Recipient's employees or contractors who have a legitimate "need to know" by any means, including but not limited to, press releases and written or oral statements made to the media, blogs, trade organizations, publications, websites or any other public audience or unauthorized third parties.

10. Export. Recipient agrees not to remove or export any Confidential Information or any direct product thereof except in compliance with all applicable export laws and regulations.

11. Injunctive Relief. Recipient acknowledges that its breach of this Agreement may cause irreparable harm for which monetary damages are an insufficient remedy and therefore that upon any breach of this Agreement Discloser will be entitled to appropriate equitable relief without the posting of a bond in addition to whatever remedies it might have at law.

12. Recipient Disclosures. Recipient acknowledges that Discloser's employees and contractors are not authorized to receive any confidential or proprietary information from Recipient unless otherwise mutually agreed in a separate writing executed by an authorized representative of Discloser. Subject to such a separate writing, Recipient agrees that, with respect to any information Recipient discloses or provides to Discloser: (i) such information is non-proprietary and free from any restrictions on use or disclosure and (ii) no obligation of any kind is assumed by Discloser.

13. General. Neither Recipient nor Discloser has an obligation under this Agreement to purchase or offer for sale any item or proceed with any proposed transaction. If any of the provisions of this Agreement are held illegal or unenforceable by a court of competent jurisdiction, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement will be governed by the laws of the State of New York and the United States without regard to the conflicts of laws provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement will be entitled to its costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver.

ACKNOWLEDGED AND AGREED:

Recipient: Town of Beloit

Signature: [Handwritten Signature]

Name: Tim Wellnitz

Title: Town Administrator

Address: 2445 S. Athan Rd, Beloit, WI 53511