**NON-DISCLOSURE AGREEMENT**

Between

TECO-Westinghouse Motor Company (hereinafter "TWMC")

And

_____ (hereinafter "Receiving Party")

Subject: Disclosure of Confidential Information relating to:

_____

for the purpose of utilizing such information in evaluation, feasibility studies, or manufacturing.

WHEREAS, the Receiving Party is desirous of receiving Confidential Information (as defined below) from TWMC solely for the purpose stated above.

WHEREAS, TWMC is willing to disclose certain internal materials, descriptions, drawings, notes, memoranda, specifications, devices, formulas, documents, lists, identities of business relationships, and other information relating to research, development, manufacturing, marketing, contracting, finance, employee matters, and/or business strategy ("Confidential Information") to the Receiving Party solely for the above stated purpose and the Receiving Party is willing to receive such Confidential Information under the terms of this Agreement:

NOW THEREFORE, the parties hereto agree as follows:

1. The Receiving Party shall not disclose such Confidential Information to any entity, person, firm, or corporation, or use it for any purpose except as provided herein, and shall exert its best efforts to prevent unauthorized disclosure or use of such Confidential Information. The Receiving Party shall protect the Confidential Information against unauthorized disclosure or use using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own Proprietary Information of a like nature.

   Immediately upon completion of Receiving Party's service, Receiving Party will leave with or deliver to TWMC all materials drawings, notes, memoranda, specifications, devices, formulas, and documents (whether written, printed, or otherwise reproduced or recorded), together with all copies thereof, and any other material containing or disclosing any TWMC inventions, third party information or Confidential Information, or proprietary information. Receiving Party also will immediately return all TWMC property it may have received during its service to TWMC, including but not limited to Confidential Information.

   Receiving Party agrees on behalf of itself and all of its agents, employees, officers, and/or directors, that during its service and at all times thereafter, pursuant to this Agreement, Receiving Party and such individuals will hold in trust and in strictest confidence and will not disclose, discuss, transmit, transfer, use, lecture upon, or publish any TWMC or third party information, including that which could be considered proprietary, trade secret, and/or confidential, unless the President of TWMC expressly authorizes such in writing by written amendment to this Agreement.

2. In order to facilitate compliance with regulations of the US Government concerning the export of technical information, TWMC and the Receiving Party agree that any technical information not in the public domain (where written, or otherwise) first received by the Receiving Party hereto from TWMC, or any technical information which the Receiving Party may develop by using such technical information received from TWMC, or any product utilizing technical information so received or developed, will not, without the prior written permission of TWMC, knowingly be transmitted by the Receiving Party, directly or indirectly, to any of the countries designated as prohibited by US Government Regulations and as amended from time to time relating to the exportation of technical data.

   Irrespective of any other provisions in this Agreement, the obligations set forth in Paragraph 2 shall be binding so long as relevant US Government regulations remain in effect.

   In the event of any ambiguity or inconsistency between the provisions of this paragraph and any other paragraph of this Agreement, Paragraph 2 shall be the controlling factor.

3. The Receiving Party shall not at any time, without the prior written approval of TWMC, file, cause or authorize the filing of any patent application in any country based upon or derived from the Confidential Information. In the event that any invention or other intellectual property results or is derived from the Confidential Information, the Receiving Party agrees to assign and hereby does assign any of its rights in such invention or intellectual property to TWMC. In such event, the Receiving Party also agrees to cooperate with TWMC to the extent necessary in securing patent or other intellectual rights relating to that intellectual property including, but not limited to, executing appropriate Patent Office documents.

4. It is mutually understood that nothing herein shall be construed as granting or implying any right under any patent or other industrial property rights to use any invention covered thereby, or as permitting the Receiving Party to unfairly obtain the right to use the Confidential Information which becomes publicly known through an improper act or omission on the Receiving Party's part.

5. The Receiving Party agrees (to the extent practical) to return the Confidential Information upon the request of TWMC.

6. Neither TWMC nor its suppliers or subcontractors of any tier shall be liable with respect to or resulting from the use or misuse of the Confidential Information.

7. The term “Confidential Information” shall mean any information furnished to the Receiving Party by TWMC including but not limited to all technical information, data, design, and drawings, whether furnished before or after the effective date of this Agreement, whether tangible or intangible, and in whatever form or medium provided, as well as all information generated by the Receiving Party that is derived from the information furnished by TWMC. The Confidential Information shall not include information that:

   a. is or has become published or otherwise generally known to the trade through no wrongful act of any party;

   b. is received without restriction from a third party without breach of any obligation of confidentiality;

   c. the Receiving Party can reasonably show by written documentation to have developed, independently, or otherwise properly had in its lawful possession, prior to its receipt hereunder;

   d. is disclosed pursuant to government or judicial requirement, provided TWMC is timely notified in writing and given the opportunity to seek confidential treatment of such information.

8. The Parties agree that the terms of this Agreement shall be construed under Texas law without regard to conflict of laws principles, and that TWMC shall be entitled to seek injunctive and/or emergency relief in the event of any breach. TWMC and the Receiving Party agree that, without limitation, disputes relating to misuse or misappropriation of confidential, trade secret, or proprietary information, or infringement of any intellectual property rights may be the subject of an application for emergency relief, and that violations of the terms of this Agreement shall entitle TWMC to equitable and/or emergency relief. The parties further agree that any violation of the confidentiality provisions of this Agreement by Receiving Party shall justify emergency and/or equitable relief.

9. Receiving Party represents and warrants that its performance of all the terms of this Agreement and Receiving Party's service does not and will not conflict or breach any agreement between Receiving Party and any other customer, person, or entity. Receiving Party has not entered into, and agrees not to enter into, any agreement either written or oral in conflict herewith. Receiving Party shall not improperly use or disclose any confidential or trade secret information, if any, of any other entity or any other person or entity to whom Receiving Party has an obligation of confidentiality, and Receiving Party will not bring onto the premises of TWMC or share with TWMC any unpublished documents or any property belonging to any other entity or any other person or entity to whom Receiving Party has an obligation of confidentiality unless expressly consented to in writing by such entity or person.

10. No waiver by TWMC of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by TWMC of any right under this Agreement shall be construed as a waiver of any other right. TWMC shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

11. Each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement.

12. The provisions of this Agreement shall survive the termination of Receiving Party's service for any reason and the assignment of this Agreement by TWMC to any successor in interest or other assignee.

13. All additions or modifications to the Agreement must be made in writing and must be signed by both parties.

IN WITNESS WHEREOF the parties hereto have duly caused this Agreement to be executed as of the _____ day of _____, 20____ with the intent to be legally bound.

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| TECO-Westinghouse Motor Company | _____ |
| Patrick M. Rogers | _____ |
| By: Patrick M. Rogers | By: |
| Title: President | Title: |