

## **Confidentiality and Proprietary Rights Agreement for Westinghouse Events**

This Confidentiality and Proprietary Rights Agreement ("**Agreement**") is entered into by and between Westinghouse Electric Company LLC, a Delaware limited liability company ("**Westinghouse**") and you, a participant in activities located at a Westinghouse facility ("**You**" or the "**Participant**") as of today's date (the "**Effective Date**").

Westinghouse wishes to protect and preserve the confidential and/or proprietary nature of information and materials that may be disclosed or made available to you in connection with a Westinghouse visit, tour and/or presentation (each a "**Westinghouse Event**") and therefore:

1. **Proprietary Information, Ownership, Non-Disclosure and Remedies.** "**Proprietary Information**" means the Westinghouse Event and any and all information and materials disclosed during the course of or otherwise in connection with the Westinghouse Event, including, without limitation, oral and written information presented to you, provided that any Proprietary Information that becomes publicly known through no wrongful act or omission made by you shall no longer be Proprietary Information. All Proprietary Information of Westinghouse shall remain the sole property of Westinghouse. No warranties of any kind are given by Westinghouse with respect to any Proprietary Information or any use thereof, and the Proprietary Information is presented on an "AS IS" basis. You shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any third party. You shall not use any Proprietary Information for the benefit of yourself, your employer, or any third party or for any purpose other than attending the Westinghouse Event. The obligations in this Paragraph 1 shall survive and continue into perpetuity. You agree that, due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of the Proprietary Information shall cause irreparable harm and significant injury to Westinghouse. Therefore, you agree that Westinghouse, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security.

2. **No Copies, Westinghouse Facility Requirements.** You agree to not copy, reproduce, or excerpt Proprietary Information in any way or form, including for example, through photography, video recording, or audio recording. You agree to comply with all requirements for visiting the Westinghouse facility, including those requirements communicated by Westinghouse Security, Westinghouse presentation staff and escorts.

3. **Export Control Compliance Requirements.** During a Westinghouse Event, Proprietary Information that is subject to U.S. export control regulations may be released to you. Such information is subject to one of the following export control regimes: Assistance to Foreign Atomic Energy Activities which is codified at 10 CFR 810 and promulgated by the U.S. Department of Energy, or Export Administration Regulations which is codified at 15 CFR 730-et seq. and promulgated by the U.S. Department of Commerce. You agree to fully comply with the

rules set forth in 10 CFR 810 and 15 CFR 730-et seq. You agree to not subsequently transfer or export any Proprietary Information without the prior written approval of Westinghouse and the appropriate U.S. Government Agency.

4. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter. No amendment, cancellation, modification, or waiver of any provision of this Agreement shall be effective. The waiver by either party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, without reference to its conflicts of laws provisions. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either party, in whole or part, whether voluntarily, by operation of law, change of control or otherwise, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The parties are independent contractors, and neither party shall have any authority of any kind to bind the other party in any respect whatsoever.

**IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY PARTICIPATING IN THE WESTINGHOUSE EVENT LISTED BELOW, YOU AGREE TO BE BOUND BY THIS AGREEMENT.**

**PARTICIPANT**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Westinghouse Event: \_\_\_\_\_