



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

In consideration of Altec, Inc., its subsidiaries and affiliated companies (hereinafter "Altec") allowing the undersigned (hereinafter "Recipient") to receive confidential information from Altec and/or to visit Altec's facility or facilities, wherever located, Recipient agrees to the following:

Section 1. Confidentiality and Nondisclosure Agreement. Recipient covenants and agrees that Recipient will not use for the benefit of Recipient or anyone else, or disclose to anyone other than Altec, any information observed by or communicated to the Recipient from any source, relating to inventions, processes, formulas, systems, plans, drawings, programs, studies, techniques, "know-how", trade secrets, ideas, concepts, methods, techniques, or other information regarding the business, products or affairs of Altec, its subsidiaries, affiliates, customers, contractors, or others, not generally available to the public, including, but not limited to, information relating to the actual and potential customers of Altec and their needs and requirements for products manufactured or supplied by Altec, and Altec's designs, specifications, inventions, processes, engineering data, methods, manuals and price lists, whether in written oral or other form and whether or not that information was directly or intentionally communicated to Recipient (the "Altec Confidential Information"). Recipient also agrees to diligently protect the Altec Confidential Information against loss by inadvertent or unauthorized disclosure and will comply with security regulations established by the United States Government and by Altec, its subsidiaries, affiliates, customers, contractors or others for the purpose of protecting such information or similar information in Altec's possession or under its control belonging to any third party. Recipient further agrees to comply with United States Government laws and regulations which control the export of articles, materials and technical data.

Section 2. Ownership of Confidential Information. Recipient agrees that Recipient will claim no ownership or other right in Altec Confidential Information whether patented or not, all of which shall belong to and be the sole property of Altec.

Section 3. Remedies. Recipient understands that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of any Altec Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of Altec Confidential Information. Recipient understands that Altec may waive some of the requirements expressed in this Agreement, but to make such a waiver effective it must be made in writing by Altec and such a waiver should not in any way be deemed a waiver of Altec's right to enforce any other requirements of this Agreement. Recipient agrees that each of its obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of the rest of them or of any other covenants in this Agreement. No remedy conferred on Altec by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in additions to every other remedy given or now or later existing at law or in equity or by statute or otherwise. The election of one or more remedies by Altec or Recipient shall not constitute a waiver of the right to pursue other available remedies.

Section 4. General Provisions. The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior written or oral agreements of understandings with respect to the subject matter hereof. No modification of any of the terms of this Agreement, or any amendments thereto, shall be deemed to be valid unless in writing and signed by the president or a vice president of Altec if enforcement of the modification against Altec is sought, or a duly authorized officer of Recipient if enforcement of the modification against Recipient is sought. No course of dealing or usage of trade shall be used to modify the terms and conditions herein. No waiver by either party of any default shall be effective unless in writing, nor shall any such waiver operate as a waiver of any other default or of the same default on a future occasion. The validity, interpretation and effect of this Agreement shall be governed by and construed under the laws of the State of Alabama. In the event that any provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, or is otherwise unenforceable, that provision shall be ineffective to the extent of the violation without invalidating any other provision hereof.

Section 5. Unapproved Chemicals and Products. Recipient will not bring onto the premise of Altec any product or chemical that has not been approved for use by Altec's Corporate Environmental Manager. Recipient will indemnify and hold Altec harmless from any costs, claims, fines, or penalties resulting from Recipient's violation of this provision, including, but not limited to, all costs necessary to remediate any contamination to the environment resulting from the presence of such unapproved products or chemicals and all costs and damages resulting from human, botanical, or animal exposure to such unapproved products or chemicals..

Section 6. Release. Recipient releases Altec and its agents from any and all claims or liabilities arising from Recipient's presence on the property of Altec and shall indemnify and hold Altec harmless from any such claims.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of _____.

ACKNOWLEDGED AND ACCEPTED BY SUPPLIER:

Supplier: _____

Signature: _____

Title: _____

Date: _____

ACKNOWLEDGED AND ACCEPTED BY ALTEC:

Altec: _____
[Altec Industries, Inc./Other Entity]

Signature: _____

Title: _____

Date: _____

Revisions

Revision Date: (31-JAN-2018) -- Revision Level: **A**

Authorized By: Loni Wood

Revision Date: (17-APR-2018) – Revision Level: **B**

Authorized by: Loni Wood

Change Summary: Updated signature line. Removed Ownership, Owner, and Approval Authority

Revision Date: (18-SEP-2018) – Revision Level: **C**

Authorized by: Loni Wood

Change Summary: Format changes to section 2.

Revision Date: (20-NOV-2023) – Revision Level: **D**

Authorized by: Jake Hedding

Change Summary: Document reaffirmed without changes.