



MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Effective as of _____, 2024, ("Effective Date"), this Mutual Confidentiality & Non-Disclosure Agreement ("Agreement") is made and entered into by and between BEAM GLOBAL, 5660 Eastgate Dr, San Diego, CA 92121 (hereinafter "BEAM"), and, _____ (hereinafter "Company"), individually known as a "Party" and collectively known as the "Parties".

WHEREAS, BEAM and Company are the owners of Confidential Information (as defined below) pertaining to research, development, processes, products, materials, inventions, technology and/or business plans, which they each consider to be information of value; and,

WHEREAS, BEAM and Company intend to disclose to each other certain of such Confidential Information as they deem necessary in order to evaluate a potential business collaboration(s) of mutual interest (the "Purpose").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which the Parties hereby acknowledge, BEAM and the Company agree as follows:

1. As used in this Agreement, "Confidential Information" means all confidential, non-public or proprietary information, technical data, or know-how disclosed hereunder in connection with the Purpose and the Disclosing Party or its business, products (whether currently marketed products or products in research or development), or services as disclosed in any medium, whether oral, written, graphic, technological (software, hardware or otherwise) or in electronic form, and whether or not observed by physical or electronic access to the premises of the Disclosing Party that are not generally known or readily ascertainable in the industry of the Disclosing Party, including, without limitation, any of the following: (a) trade secrets, patents, patent applications, drawings, claims or other intellectual property rights or proprietary methods or processes; (b) techniques, inventions, ideas, know-how, methods, processes, formulas, samples, compounds, extracts or media; (c) manufacturing, engineering, production or other processes, data or information relating to any product or any process, method, formula, sample, compound, extract or media; (d) research and development plans, strategies or projects; (e) technical, financial or business information or data; (f) pricing, sales, marketing, customer, supplier, or employee information or data; (g) product, financial, strategic or other business plans, strategies or projects; or (h) software, hardware or other computer programs, program modules, source code, object code, systems or similar data or information.

2. Each Party, as recipient (the "Receiving Party") of Confidential Information from the other Party (the "Disclosing Party"), shall use such Confidential Information solely for the Purpose under and in accordance with this agreement.

3. Neither Party shall disclose to any third party any Confidential Information received from the Disclosing Party hereunder, except under the provisions of paragraph 5 of this Agreement.

4. The Receiving Party shall only disseminate Confidential Information to those employees with a special need to know such Confidential Information. The Receiving Party hereby warrants that such employees shall be informed



of the proprietary nature of the Confidential Information received and shall be bound by this Agreement in the same manner that each Party is bound or by a similar agreement no less restrictive than this Agreement.

5. The Receiving Party's duties and obligations to protect Confidential Information disclosed under this Agreement shall survive the termination or expiration of this Agreement for a period of two (2) years; provided, however, that the Receiving Party shall have no obligations to the Disclosing Party with respect to the use, or disclosure to others not party to this Agreement, of such information which:

- (a) prior to disclosure was known to or in the possession of the Receiving Party as evidenced by its competent written records;
- (b) is or becomes publicly known during the term of this Agreement, other than through a breach of the Receiving Party's obligations hereunder or a disclosure by a direct or indirect transferee of the Receiving Party that is not authorized by the Disclosing Party under clause (f) of this paragraph 5; (c) is rightfully received from a third party, which such third party is free to disclose to others without breach of any obligation of non-disclosure;
- (d) is developed by the Receiving Party independently of any disclosures made under this Agreement, as evidenced by its competent written records;
- (e) is required by applicable law, regulation or bona fide legal process to be disclosed, provided, however, that the Party required to make the disclosure takes all reasonable steps to restrict and maintain the confidentiality of such disclosure; or
- (f) is authorized to be released by way of an express written authorization by the Disclosing Party.

Specific items of Confidential Information shall not fall within any of the foregoing exceptions merely because they are embraced by more general information falling within any exception. Further, any combination of Confidential Information shall not fall within any of the foregoing exceptions merely because specific items fall within any exception, but only if the combination itself and its principle of operation falls within any of the foregoing exceptions.

The provisions of this Agreement that expressly or by their nature provide for rights, obligations or remedies that extend beyond the expiration or earlier termination of this Agreement, shall survive the expiration or termination. The Confidential Information of the Disclosing Party may be disclosed by the Receiving Party in the course of any examination of the Receiving Party and its books and records, the Receiving Party's parent and the Receiving Party's parent's books and records, by any bank or security regulatory authority, by any taxing authority, or any federal or state regulatory agencies having jurisdiction as to the Receiving Party or its parent.

6. During the Restrictive Period, the Receiving Party shall: (a) safeguard the Disclosing Party's Confidential Information from unauthorized use and disclosure using the same level of care and safeguards that the Receiving Party safeguards its own Confidential Information, but in no case less than reasonable care and safeguards; (b) not disclose or otherwise provide the Disclosing Party's Confidential Information without the Disclosing Party's prior written authorization and approval, to anyone other than the directors, officers, employees, contractors, managers, attorneys, consultants and accountants of the Receiving Party and the Receiving Party's Affiliates (the "Representatives") who reasonably need to know such Confidential Information; and (c) advise all such



Representatives of their obligations with respect to the Disclosing Party's Confidential Information pursuant to this Agreement; provided that, in any event, the Receiving Party shall be responsible for any disclosure or use of Confidential Information not permitted by this Agreement by the Representatives that would constitute a breach of this letter agreement and the Receiving Party agrees, at its sole expense, to take all commercially reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information, and the Disclosing Party shall be a third party beneficiary of the confidentiality obligations of such Representatives to the Receiving Party. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information if compelled or required to do so by statute, regulation, trading market, court of law or other legal or regulatory process; provided that, the Receiving Party shall (x) give the Disclosing Party prompt written notice of an impending disclosure pursuant to this sentence; and (y) make only such disclosure as is compelled or required.

For the purposes of this Agreement, "Affiliate" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by, or under common Control with such Person; where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise; and "Person" means any individual, corporation, limited or general partnership, limited liability the Disclosing Party, limited liability partnership, trust, association, joint venture, governmental entity, or other entity.

7. Confidential Information shall not be reproduced in any form except as reasonably required to accomplish the Purpose. Any reproduction of any Confidential Information of the Disclosing Party's by the Receiving Party shall remain the property of the Disclosing Party unless otherwise authorized in writing by the Disclosing Party. Any and all reproductions of BEAM's drawings and designs, for whatever purpose, shall bear the logo of Beam Global on each reproduced sheet, or in the Title Block of each reproduced sheet, at the minimum size of 3 inch by 3 inch, including the Beam Global logo and all BEAM contact information.

8. The Receiving Party shall notify the Disclosing Party immediately upon discovery or suspicion of any unauthorized disclosure or use by the Receiving Party or its Representatives of the Disclosing Party's Confidential Information. The Receiving Party will provide reasonable cooperation to the Disclosing Party to help the Disclosing Party regain possession of its Confidential Information, and to prevent further unauthorized use or disclosure thereof. In the event of the Receiving Party's threatened or actual breach of the terms of this Agreement, the Disclosing Party shall be entitled to seek: (a) all equitable remedies, including immediate injunctive and other equitable relief enjoining the Receiving Party and every other party from breaching the terms of this Agreement; and (b) any other legal remedies that may be available. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that the Disclosing Party may otherwise have in law or in equity.

9. In the event of the Receiving Party's unauthorized disclosure of the Disclosing Party's Confidential Information (whether intentionally, inadvertently, negligently or otherwise), the Receiving Party agrees to defend, indemnify and hold the Disclosing Party harmless for any and all liabilities, claims, judgments, settlement, awards, sanctions or penalties imposed against the Disclosing Party as a result of the unauthorized disclosure of the Disclosing Party's Confidential Information including the Disclosing Party's costs and attorneys' fees, and any costs and attorneys' fees paid (voluntarily or involuntarily) by the Disclosing Party on behalf of any third-parties. The Receiving Party's duty to defend, indemnify and hold harmless the Disclosing Party includes any lawsuits, arbitrations, claims,



investigations and regulatory enforcement actions in which the Disclosing Party is named as a party or as a third-party witness.

10. The Receiving Party agrees, upon request, to promptly return all tangible items relating to Confidential Information of the Disclosing Party, including but not limited to, all materials, written materials, drawings, data and records provided or otherwise made available by the Disclosing Party, and all copies thereof; provided, however, each Party may retain Confidential Information only to the extent required by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or stock exchange or in accordance with internal compliance policy.

11. Nothing in this Agreement shall be construed as granting any license or right under any patent or other intellectual property rights, or representing any commitment by either Party to enter into any additional agreement, by implication or otherwise, or creating any partnership, joint venture or agency relationship.

12. The Receiving Party agrees that improvements to or further developments of the Disclosing Party's intellectual property, informed or enabled by that disclosure, or developed as a result of the disclosure in any way, is the property of the Disclosing Party and shall not be further developed, disclosed or commercialized without the Disclosing Party's written consent.

13. This Agreement shall constitute the entire understanding between the Parties with respect to the subject matter hereof and may be modified only in writing signed by both Parties. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be signed in counterparts and transmitted electronically, both of which shall be deemed to be an original but when taken together shall constitute one and the same agreement. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by both Parties hereto, or, in the case of a waiver, by the Party waiving compliance. The terms and provisions of this Agreement will inure to the benefit of each Party's successors and assigns.

14. This Agreement, and rights and obligations hereunder, shall not be assigned or transferred, directly or indirectly, in whole or in part, by either Party, without the prior written consent of both Parties, which consent may be given or withheld in each Party's sole and absolute discretion; provided that, notwithstanding the foregoing, this Agreement may be assigned by either Party to a successor or acquiror entity in connection with the sale of all or substantially all of the business of such Party, whether by merger, sale of assets, sale of stock, or otherwise, provided that the successor or acquiror entity agrees in writing to be bound by all of the provisions of this Agreement.

15. Each Party acknowledges that its breach of this Agreement will cause irreparable damage to the other Party and hereby agrees that the other Party shall be entitled to injunctive relief under this Agreement for such breach or threatened breach as well as such further relief as may be granted by a court of competent jurisdiction.

16. The disclosure of Confidential Information under this Agreement may commence as of the Effective Date, but shall terminate two (2) years thereafter (the "Restrictive Period"); provided, however, the termination of such disclosures under this Agreement shall not affect the rights and obligations of a Receiving Party hereunder with



respect to the Confidential Information disclosed to such Receiving Party prior to such termination; provided, further, that with respect to any information contained within any Confidential Information that constitutes a trade secret under any applicable state trade secret statute or federal law for the protection of trade secrets (collectively, the "Trade Secrets"), the restrictions on the use or disclosure imposed on the Parties and their Representatives hereunder shall continue in effect thereafter for so long as such Trade Secrets remain trade secrets under any such laws.

17. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or on the date sent by email, or other electronic delivery if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as a Party may specify in writing to the other Party.

18. Each Party represents and warrants that it has the authority to undertake the obligations set forth in this Agreement without breaching or violating any contractual or statutory obligation owed to another.

19. This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflict of laws principles and that any disputes that arise out of or relate to this Agreement will be venued in the state courts for the State of California located in San Diego County.

To evidence their agreement to the foregoing, the Parties have, through duly authorized representatives, executed this Agreement.

BEAM GLOBAL

(Company)

By:

By:

Name:

Name:

Title:

Title: