

AGREEMENT FOR NONDISCLOSURE OF CONFIDENTIAL INFORMATION

THIS AGREEMENT FOR NONDISCLOSURE OF CONFIDENTIAL INFORMATION (the “Agreement”) is made and entered into between **Kiewit Power Constructors Co., 8900 Renner Blvd. Lenexa, KS 66219, a Delaware corporation (“Kiewit”),** and _____ (“Company”), a _____ [corporation or other], with a home address of _____ (each a “Party,” and together, the “Parties” and either the “Disclosing Party” or the “Receiving Party”).

RECITALS

- A. **Kiewit** and Company intend to evaluate a specific business opportunity for the **University of Maryland NexGen Energy** project (the “Transaction”) that may require the disclosure of valuable proprietary information relating to the Transaction and each Party’s operations and business.
- B. **Kiewit** and Company would like to protect the confidentiality of, maintain rights in, and prevent the unauthorized use and disclosure of such information.

AGREEMENT

For good and valuable consideration, the receipt of which is acknowledged, the Parties are willing to disclose Confidential Information to each other, and agree as follows:

- 1. Confidential Information.** As used in this Agreement, “Confidential Information” means all products and written, verbal, graphic, physical form, or electronic information that (a) is not generally known to the public, whether of a technical, business, or other nature (including, without limitation, data, testing, business projections, financials, engineering specifications, drawings, processes, technologies, methods, costs, purchasing, inventory, energy usage, finances, trade secrets or know-how, inventions, techniques, products, software, critical energy infrastructure information, business affairs of the Parties or their Representatives (as defined in Section 4) or any third parties who provided such information to a Party pursuant to a confidentiality arrangement, and any other information disclosed in discussions contemplated hereunder), that is disclosed by one Party to the other, including affiliates of **Kiewit**, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure ought to be treated as proprietary and confidential, and (b) is identified or stated to be confidential, or otherwise be considered as confidential by a reasonable person from its nature or circumstances surrounding its disclosure. Confidential Information also includes all information concerning the existence and progress of the Parties’ dealings with each other, including the negotiation and existence of this Agreement.
- 2. Use of Confidential Information.** Each Party and their Representatives, except as expressly provided in this Agreement, agree that: (a) they will not disclose Confidential Information to anyone without the other Party’s prior written consent, and will not use or permit others to use Confidential Information for any purpose other than as described herein. The Parties will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature, but in any event using no less than a reasonable standard of care; (b) they will reproduce Confidential Information only as needed to fulfill the purpose of the Transaction and ensure that all copies clearly identify the information as Confidential Information, (c) not disclosure Confidential Information to any third party without the prior written consent of the Disclosing Party and then pursuant to a separate written nondisclosure agreement that is at least as restrictive as this Agreement and (d) they shall immediately inform the other Party if it becomes aware that Confidential Information has been disclosed at any time to an unauthorized third party.
- 3. Exceptions.** The provisions of Section 2 will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known by a Party or its Representative at the time of its receipt from the other Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; (iv) a Party is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena provided,

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if legally permitted, the Receiving Party notifies the Disclosing Party prior to making such disclosure so it may take appropriate action; or (iv) can be shown by documentation to have been independently developed by a Party or its Representative without reference to any Confidential Information.

4. Personnel. The Parties will keep the Confidential Information completely confidential; provided, however, that such information may be disclosed to directors, officers, employees, affiliates, parents, divisions, subsidiaries, agents, representatives (including attorneys, accountants, engineers, investment bankers, and financial advisors), lenders, and other sources of financing (collectively “Representatives”), and to subcontractors, consultants and Representatives of an affiliate, who need to know such information (it being understood that the subcontractors, consultants and Representatives shall be informed of the confidential nature of such information and shall be directed, and shall each expressly agree, to treat such information as confidential in accordance with this Agreement) for purposes of evaluating and negotiating said business opportunities. Additionally, and subject to restrictions in this Section 4, Kiewit may disclose Confidential Information received from Company to developers of the project subject of the Transaction, including but not limited to owner, engineer, lender, builder, and their contracting partners, to the extent necessary in furtherance of the project. Without limiting the generality of the foregoing, in the event an agreement is not reached, neither Party nor its Representatives shall use any of the Confidential Information for any purpose for the duration of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives and will ensure that anyone receiving Confidential Information through it complies with this Agreement.

5. Disclosure of Confidential Information. If a Party becomes legally obligated pursuant any applicable law or regulation, compelled (by interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process), or for evidentiary purposes in any relevant action, proceeding or arbitration to which the Recipient is a party to disclose Confidential Information, it will give prompt written notice to allow the other Party to seek a protective order or other appropriate remedy, and will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed. In the event that such protective order or other remedy is not obtained, or the Disclosing Party grants a waiver hereunder, the Receiving Party or such Representative may furnish that portion of the Confidential Information which the Receiving Party or such Representative is legally compelled to disclose or else stand liable for contempt or suffer other censure or penalty; provided, however, that the Receiving Party shall use its best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license, express or implied, under any patent, copyright, or application, or otherwise, to use the Confidential Information except as expressly provided herein. Title in Confidential Information shall remain with the Disclosing Party.

7. Return of Confidential Information. Upon written request, each Party promptly will return or destroy all tangible material embodying Confidential Information in any form and including, without limitation, all summaries, copies, excerpts, extracts, or other reproductions of Confidential Information (whatever the form or storage medium), and will destroy, and expunge from any easily accessible computer operating system (without obligation to search backup systems or previously utilized operating systems) or other device in its possession or under its control, all analyses, compilations, notes, studies, memoranda, or other documents prepared by it to the extent that the same contain, reflect, or derive from Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party and its Representatives (i) may retain back-up copies of the Confidential Information in its computer systems to the extent that routine computer back-up procedures create copies in the associated back-up or archival computer storage system; and (ii) may retain one copy of any Confidential Information required to ensure compliance with any applicable state or Federal statutes, laws or regulations, provided that any such Confidential Information so retained shall remain subject to the provisions of this Confidentiality Agreement.

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8. Independent Development. Each Party acknowledges that the other may currently or in the future be developing information internally, or receiving information from other parties, that is similar to its Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that a Party will not develop or have developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that a Party does not violate any of its obligations under this Agreement in connection with such development.

9. Injunctive Relief. The Parties acknowledge that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or for which there may be an inadequate remedy, and therefore agree that each Party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief or specific performance for any violation of this Agreement. In no event will either Party or its officers, agents, or employees be liable for any incidental, special, indirect, exemplary, punitive, or consequential damages of any kind arising out of this Agreement, even if the Party has been advised of the possibility of such damages.

10. Limited Relationship. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent Receiving Party and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

11. No Express or Implied Warranties. The parties acknowledge that Confidential Information is or may be experimental in nature. THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, WITH RESPECT TO THE ACCURACY, COMPLETENESS, UTILITY, SAFETY, ITS APPROPRIATENESS FOR A PARTICULAR USE OR ITS FREEDOM FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY. The Parties agree that they will be entitled to rely solely on such representations and warranties as may be included in any executed definitive agreement between the Parties, and subject to such limitations and restrictions as may be contained therein.

12. Cumulative Obligations. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law.

13. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties in relation to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties.

14. Termination. This Agreement will terminate upon the completion of the Transaction or by formal agreement between the Parties, or upon notice by one Party to the other that completion of the Transaction or formal agreement cannot be reached. In any event, the obligations set out in this Agreement shall continue in full force and effect for a period of three (3) years from the date hereof notwithstanding the return or destruction of Confidential Information and any copies thereof at which time the Agreement will expire. The duty of confidentiality in trade secret information shall continue for as long as the information retains trade secret status, and the Disclosing Party must clearly identify that information that is a trade secret.

15. Non-waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

16. Governing Law; Etc. This Agreement will be governed, enforced, construed, and interpreted in accordance with the laws of Maryland, USA without reference to its choice of law rules, and may be executed in counterpart copies. All disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be litigated, if at all, in and before a Court located in Maryland, USA to the exclusion of the Courts of any other state or jurisdiction. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of

