



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made as of _____ [insert date] between _____ [Insert full legal name of relevant LNA entity], a _____ [insert jurisdiction of formation] _____ [choose one: corporation/limited liability company/partnership], and _____ [Insert full legal name of other party], a _____ [insert U.S. state or foreign country of formation] _____ [choose one: corporation/limited liability company/partnership, or for a foreign country enter applicable type of business entity].

The parties to this agreement wish to enter into discussions relating to certain aspects of their respective business operations for the sole purpose of evaluating the possibility of entering into a subsequent business relationship concerning _____ [insert the general nature or subject matter of the contemplated business relationship] (the “**Purpose**”), which business relationship may be the subject of a subsequent definitive agreement. For the parties to have meaningful discussions, each party may be required to disclose to the other party information that is confidential and proprietary. The parties want to make sure that when one party (“**Discloser**”) discloses such information, the other party (“**Recipient**”) will use and keep it in a restricted manner.

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the sufficiency of which both parties acknowledge, the parties agree as follows:

1. **Definition of Confidential Information.** For purposes of this Agreement, “**Confidential Information**” means any proprietary information that one party discloses to the other in contemplation or fulfillment of the Purpose; provided that 1) the information is marked with a restrictive legend by Discloser or 2) if disclosed orally or in another non-tangible manner, such disclosure is identified at the time as confidential or followed reasonably promptly by a written communication identifying the disclosure as confidential. If Recipient is unsure of whether information it received is Confidential Information, Recipient must seek clarification from Discloser before doing anything with that information that would be a breach of this Agreement if the information were in fact Confidential Information. The manners in which a party may disclose Confidential Information include, but are not limited to: 1) in writing; 2) by delivery of items; 3) by initiation of access to such information, for example via provision of access to a computer, computer systems or a database; or 4) by oral communication or visual presentation. Confidential Information also includes (i) the fact of communication thereof; (ii) analyses or notes containing Confidential Information; and (iii) the terms of this Agreement, as well as the existence, success, or failure of any resulting business relationship.
2. **Use of Confidential Information.** Recipient shall use Discloser’s Confidential Information only in connection with the Purpose and (2) as may be necessary for the performance of obligations under any subsequent definitive agreement.
3. **Restriction on Disclosure.** Recipient shall not disclose any of Discloser’s Confidential Information to any person (including unauthorized personnel of Discloser), except to those employees, agents, consultants or subcontractors of Recipient and its affiliates (“**Representatives**”) who need to know such information for Recipients to achieve the Purpose. Prior to any such disclosure by Recipient of Discloser’s Confidential Information to a Representative, Recipient shall inform such Representative of Recipient’s obligations under this Agreement with respect to such information. Representatives must be subject to confidentiality obligations with regard to their receipt of and use of confidential information from Recipient, which obligations must not be substantially less than those created hereby with regard to Recipient. Regardless, Recipient will be in breach of this Agreement if any Representative does anything with Confidential Information that if done by Recipient would constitute a breach of this Agreement.
4. **Restriction on Copying.** Recipient shall not make any copies of Discloser’s Confidential Information except as necessary to achieve the Purpose, nor shall Recipient reverse engineer, reverse compile or otherwise seek to acquire proprietary information or intellectual property of Discloser via disclosed Confidential Information.
5. **Destruction or Return.** Upon the earlier of the termination of this Agreement or the written request of Discloser, Recipient shall promptly either destroy and certify such destruction to Discloser or return to Discloser all

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of Discloser's Confidential Information that exists in tangible form and that is in Recipient's custody, possession, or control. Recipient shall require the same of any Representative with whom Confidential Information has been shared. Recipient shall not keep any archival copies of Discloser's Confidential Information unless authorized to do so by Discloser in writing. Notwithstanding anything herein to the contrary, the parties shall each have the right to retain a copy of the Confidential Information of the other party only to the extent required for legal, regulatory, or other governmental compliance purposes and neither party shall be obligated to return or destroy Confidential Information contained in its electronic back-up systems, provided that any retained Confidential Information shall remain subject to the protection of this Agreement for so long as it is retained.

6. Standard of Care. Recipient shall protect Discloser's Confidential Information and prevent the unauthorized use, dissemination, or publication of the Confidential Information by using the same standard of care as Recipient uses to protect its own confidential and proprietary information of a like nature, provided that such standard of care may not be less than a reasonable standard of care.

7. No Ownership or License Granted. Discloser retains all right, title and interest in and to all Confidential Information disclosed, including any intellectual property contained or reflected therein or practiced thereby. Neither this Agreement nor any disclosure of Confidential Information made under it grants Recipient any right or license, express or implied, under any trademark, copyright, patent, patent application, invention, mask work, or other intellectual property now or subsequently owned or controlled by Discloser.

8. Exclusions. This Agreement imposes no obligation upon Recipient with respect to information that (1) is or becomes part of the public domain without breach of this Agreement; (2) was in the lawful possession of Recipient or any of its Representatives before receipt from Discloser; (3) is received in good faith by Recipient or one of its Representatives from a third party in lawful possession of such information and without a duty of confidentiality or fiduciary duty to Discloser; or (4) is developed by or for Recipient or any of its Representatives without use of Discloser's Confidential Information or direction from any individual who has knowledge of that Confidential Information. Nothing in this Agreement prohibits Recipient from doing anything with Confidential Information that Discloser has expressly permitted in writing.

9. Term; Termination and Survival Clause. The term of this Agreement for the purpose of disclosing Confidential Information commences on the date of this Agreement set forth above and shall continue so long as the parties agree to disclose Confidential Information in connection with the Purpose. Either party may terminate this Agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination, and such termination will be effective as to the terminating party at the expiration of such thirty (30) day period. Upon termination, each Recipient of the terminating party's Confidential Information shall immediately cease any and all use of such Confidential Information and, if requested in writing by Discloser, shall promptly return or destroy all of Discloser's Confidential Information in accordance with Paragraph 5, above. Notwithstanding the foregoing, Recipient's confidentiality obligations regarding any disclosed Confidential Information shall extend for a period of three (3) years from the date of disclosure, except for source code, trade secrets (as defined in the Uniform Trade Secrets Act), and non-public information concerning the financial condition of Discloser, for which confidentiality obligations shall extend in perpetuity. Notwithstanding any termination of this Agreement, any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

10. Right to Proceed With Business Activities. Each party may proceed independently of the other to develop services or products competitive with those of the other so long as Confidential Information is not used or disclosed in breach of this Agreement. Each party may associate itself with competitors to discuss or enter into a business relationship that is substantially similar to the relationship that the parties contemplate discussing so long as Confidential Information is not used or disclosed in breach of this Agreement.

11. No Partnership, Further Agreement, or Requirement to Disclose Confidential Information. The parties do not intend this Agreement to create any agency, partnership, or joint venture relationship between them. Nothing in this Agreement is intended to obligate a party to enter into any further agreement with the other party. Neither party is required by this Agreement to disclose any particular Confidential Information to the other party.

12. No Publicity. Neither party shall refer to the other party in any publication, press release, or other external communication without prior express written permission.

- 13. No Warranties Associated with Confidential Information.** Each Discloser represents and warrants that it has the right to make the disclosure under this Agreement. No other warranties are made under this Agreement. Any Confidential Information disclosed under this Agreement is provided “as is,” without representation or warranty, express or implied, as to its accuracy or completeness. Discloser will not be liable for any damages arising out of Recipient’s use of Confidential Information.
- 14. Notice of Unauthorized Use or Disclosure / Harm Caused Thereby is Irreparable.** Immediately upon becoming aware of an unauthorized use or disclosure of Discloser’s Confidential Information, Recipient shall notify Discloser of the unauthorized use or disclosure. Recipient shall assist the Discloser in remedying any such unauthorized use or disclosure. Each party acknowledges that money damages may not be a sufficient remedy for Discloser for any breach of this Agreement by Recipient and that Discloser shall be entitled to seek equitable relief as a non-exclusive remedy, without any requirement to post bond.
- 15. Court Orders.** The Recipient may disclose Confidential Information if it is ordered to do so by a court or other competent governmental authority; provided that Recipient, if not expressly prohibited by such court or governmental authority, must provide Discloser with sufficient advanced notice of the order and Recipient’s intent to disclose the Confidential Information to comply therewith to permit Discloser to seek an appropriate protective order if it chooses to do so.
- 16. Export Control.** The parties acknowledge that Confidential Information disclosed under this Agreement may be subject to export control laws of the United States. Neither party shall remove or export from the United States or re-export any such Confidential Information belonging to the other party thereof except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations.
- 17. Compliance with Laws and Internal Policies.** Each party shall comply with all laws and regulations applicable to its performance its obligations hereunder, including all applicable laws and regulations relating to data privacy and data security. Each party shall be responsible for costs, expenses and liabilities associated with such compliance. Legrand requires any party having access to Legrand premises or internal systems to comply with its internal policies regarding, among other things, non-discrimination, workplace safety and security, environmental protection, and data security policies, copies of which will be provided upon request. As applicable, the term ‘Agreement’ as used herein shall be deemed to include such policies.
- 18. Dispute Resolution.** The parties agree to work in good faith to resolve any dispute under this Agreement within 30 days following the date on which a party receives notification of such dispute from the other party in writing. Failing such resolution, the parties may exercise all rights as they may have in law or in equity.
- 19. Amendments.** This Agreement may not be modified, amended, superseded or waived except in a writing that is signed by both parties and that specifically references this Agreement by name and date, and any attempt to take such action that does not comply with this section is void.
- 20. Assignment / Others Bound.** This Agreement may not be assigned by a party without the prior written consent of the other party. Any attempt to make an assignment without such consent is void. This Agreement shall be binding upon each party’s respective successors, legal representatives and permitted assigns.
- 21. Choice of Law and Venue.** This Agreement is made under, and shall be construed according to the laws of the state of [Insert State: for Wiremold and Ortronics, insert Connecticut; for Watt Stopper, insert California; for P&S, Cablofil, Middle Atlantic, OnQ, Vantage, NuVo, insert New York], without regard to conflict of law principles. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of such location and waive any protest to such forum as inconvenient for the resolution of any dispute arising hereunder.
- 22. No Waiver; Severability.** No failure or delay by Discloser in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any failure or delay preclude Discloser from exercising any other right, power, or privilege hereunder. If any provision of this Agreement, or the application of such provision, is invalid or unenforceable under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.

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23. Entire Agreement. This Agreement sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements, discussions, or understandings between the parties with respect to the subject matter hereof. Each party acknowledges that it is entering into this Agreement without relying on any promise by another party that is not expressly set forth in this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

AGREED:

[Insert Full Legal Name of LNA Entity]

[Insert Full Legal Name of Company]

[Insert principal business address]

[Insert principal business address]

By: _____

By: _____

Name:

Name:

Title:

Title: