

**MPOWER TECHNOLOGIES, INC.
NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the “Agreement”) is made as of the ____ day of _____, 2025, between mPower Technologies, Inc., a Michigan corporation, whose address is 126 Woodward Avenue, Iron Mountain, MI 49801, (“mPower”), and _____, a _____, whose address is _____, (the “Company”).

1. Purpose. The parties wish to engage in discussions concerning the potential acquisition of the shares of mPower, or certain assets of mPower by the Company or an Affiliate of the Company (the “Designated Purpose”). In connection with this Designated Purpose, mPower has disclosed or may further disclose its Confidential Information to the Company. This Agreement is intended to allow the parties to continue to pursue the Designated Purpose while protecting mPower’s Confidential Information (including Confidential Information previously disclosed to the Company) against unauthorized use or disclosure.
2. Definitions. Unless otherwise defined herein, capitalized terms used in this Agreement shall have meaning set forth below:
 - a. “Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity where “control” means the right to control, or actual control of management of such entity, whether by ownership of voting securities, by agreement, or otherwise.
 - b. “Confidential Information” means any oral, written, electronic, graphic or machine-readable information regarding or owned by mPower or its Affiliates that has not been publicly disseminated or is treated as confidential by mPower or its Affiliates including, but not limited to trade secrets, proprietary information, technical or non-technical data, patents, patent applications, copyright, copyright applications, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances and similar information relating to mPower or its Affiliates, or any of mPower’s third party suppliers or customers furnished by or on behalf of mPower to the Company or any of its Representatives regardless of the manner in which it is furnished or obtained by the Company or its Representatives, including (without limitation) through observation of mPower’s facilities or procedures.
 - c. “Representatives” means, in respect of any party, such party, such party's Affiliates, its and their respective directors, officers, employees, agents, advisors (including financial advisors and legal counsel) and any institutional lender to such party and the directors, officers and employees of any such agent, advisor or lender.
3. Prohibition on Use and Disclosure of Confidential Information. The Company must not use any Confidential Information for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Designated Purpose. The Company may not disclose any Confidential Information, except that the Company may provide Confidential Information to the

Company's Representatives who are not competitors of mPower and who (i) have a substantive need to know about the Confidential Information in connection with the Designated Purpose; (ii) have been advised of the confidential and proprietary nature of the Confidential Information; and (iii) have agreed to protect from unauthorized disclosure all Confidential Information.

The Company must take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have this information. Such measures shall include, but not be limited to, the highest degree of care that the Company utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. The Company must notify mPower of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information. The Company will be liable for all breaches of the terms of this Agreement by its Representatives.

4. Exceptions to Nondisclosure of Confidential Information. Notwithstanding anything to the contrary in this Agreement, the Company shall have no liability to mPower concerning any of the Confidential Information, which: (i) was in the public domain at the time it was disclosed or has entered the public domain other than by a breach of this Agreement by the Company; (ii) was known to the Company, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of mPower; (iv) was independently developed by the Company without any use of mPower's Confidential Information and by employees of the Company who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Company, without restriction, from a source other than mPower without breach of this Agreement and otherwise not in violation of mPower's rights; or (vi) is disclosed pursuant to requirements of applicable law or the order or requirement of a court, administrative agency, or other governmental body; except that the Company shall provide prompt notice of such court order or requirement to mPower to enable mPower to seek a protective order or otherwise prevent or restrict such disclosure and fully cooperate with mPower to appropriately protect against or limit the scope of disclosure.
5. Specific Prohibited Use. The Company must make no attempt to copy, reproduce, modify, adapt or translate the Confidential Information in order to develop, create, evaluate, or modify a product or service which is in any way competitive with any current services or products marketed by mPower. Nothing contained within this paragraph 5 is intended to limit the scope of the prohibitions set forth in paragraph 3 above.
6. Return or Destruction of Materials. Within ten (10) days of the written request of mPower, or after the Designated Purpose has been rejected or concluded and, in the latter case, if the parties have not agreed otherwise, the Company shall: (i) return any Confidential Information that have been furnished by mPower to the Company and/or its Representatives either in its possession, or that of its Representatives or approved third parties, accompanied by all copies thereof made by the Company and/or its Representatives; or (ii) delete or destroy all copies of Confidential Information in its possession, power or control, including copies of Confidential Information in the possession, power or control of its Representatives or approved third parties in a manner that assures the Confidential Information is rendered unrecoverable. Upon the completion of these tasks, an officer of the Company shall provide written confirmation to mPower that the Company and its Representatives have complied with the requirements of this clause.

7. No Rights Granted. This Agreement shall not be construed as granting any rights to the company in any patent, copyright or other intellectual property right of mPower's, nor shall this Agreement grant the Company any rights in or to mPower's Confidential Information other than the limited right to review the Confidential Information solely for the purpose of the Designated Purpose.
8. Term. The term of this Agreement and the parties' obligations commence on the date first written above and shall be continuing in perpetuity.
9. No Future Agreements or Obligations to Disclose. Nothing in this Agreement shall be construed as obligating or be deemed to obligate mPower (i) to enter into any future agreement concerning the Designated Purpose or the Confidential Information or (ii) to disclose any particular Confidential Information. Furthermore, mPower makes no representations or warranties regarding the Confidential Information disclosed to the Company and any such representations or warranties implied by law are hereby disclaimed.
10. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Michigan and any dispute arising from this Agreement shall be brought exclusively in a court of competent jurisdiction in Dickison County, Michigan.
11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, except that mPower's Confidential Information may not be assigned or disclosed without the prior written consent of mPower or as permitted by this Agreement.
12. Notice. Any notice, demand or other communication required or permitted to be given to either party shall be in writing and shall be personally delivered to such party, sent by prepaid overnight delivery service, or sent by electronic mail, and shall be sent to the intended recipient at its address as described hereinabove. Any party may from time to time change its address by written notice to the other party given in accordance with this paragraph.
13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be amended, if possible, to be enforceable to the extent permitted by law or excluded from this Agreement if not so possible, (ii) the balance of the Agreement shall be interpreted as if such provision were so amended or excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
14. Remedies; Indemnification. Each party acknowledges that: (i) its obligations set forth in this Agreement are necessary and reasonable in order to protect mPower and its business, (ii) due to the unique nature of mPower's Confidential Information, monetary damages would not alone be sufficient to compensate mPower for any breach by the Company of its covenants and agreements set forth in this Agreement, and (iii) any violation or threatened violation shall cause irreparable injury to mPower. In addition to any other remedies that may be available, in law, in equity, by statute or otherwise, mPower shall be entitled to (i) obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Company, without the necessity of proving actual damages, and (ii) be indemnified by the Company from any loss or

harm, including but not limited to legal fees, arising out of or in connection with any breach or enforcement of the Company's obligations under this Agreement or the unauthorized use or disclosure of mPower's Confidential Information.

- 15. Amendment and Waiver. This Agreement may only be amended with the written consent of both parties. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof by such party.
- 16. Entire Agreement. This Agreement is the product of both of the parties, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties regarding such transactions are expressly cancelled.

The parties have executed this Nondisclosure Agreement as of the date first above written.

[COMPANY]

mPower Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____