



MUTUAL CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality/Non-Disclosure Agreement (this "Agreement") is entered into in order to protect certain confidential and proprietary information that may be disclosed between Composite Technology Development, Inc. ("CTD"), a Colorado corporation with corporate offices at 2600 Campus Drive, Suite D, Lafayette, CO 80026, and _____ (the "Participant"), a _____ with offices at _____. CTD and Participant are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

The Parties desire to exchange information in order to determine whether it is advisable for the Parties to enter into a mutually beneficial business relationship with each other (the "Business Purpose").

In consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that:

1. The effective date of this Agreement is _____ (the "Effective Date"), and this Agreement shall expire five (5) years after the Effective Date with respect to all Confidential Information (as defined below), provided that this Agreement shall remain in effect indefinitely with respect to any Confidential Information that constitutes a trade secret of the disclosing Party, and the receiving Party shall not be permitted to claim that any Confidential Information does not constitute a trade secret by virtue of the disclosure of such Confidential Information by the receiving Party. As used in this Agreement, a Party receiving Confidential Information shall be referred to as the "receiving Party," and a Party disclosing Confidential Information shall be referred to as the "disclosing Party."
2. Any information disclosed between the Parties (which may include formulations, processing information, specifications, designs, plans, product strategies, product architectures, drawings, software, data, prototypes, business strategies, equipment, customer lists, or other business, technical, or competition-sensitive data), whether in written, oral, electronic or other form and irrespective of the manner of delivery, shall be deemed to be "Confidential Information" under this Agreement.
3. The Parties shall maintain the confidentiality of Confidential Information in strictest confidence. Without limiting the generality of the foregoing, each receiving Party agrees to use the same degree of care that it uses to prevent the unauthorized use, dissemination or publication of its own Confidential Information, provided that such degree of care shall not be less than reasonable care, as determined by contemporary market and industry practices. In the event that Confidential Information consists of information regarding a person other than the disclosing Party, the receiving Party will comply with any applicable law or regulation regarding data privacy or cybersecurity. The Parties shall not use Confidential Information other than in furtherance of the Business Purpose. The Parties will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 4), without the prior written consent of the disclosing Party, divulge or disclose any Confidential Information in any manner whatsoever, in whole or in part; provided, however, that a receiving Party may reveal the Confidential Information or portions thereof to its



employees and agents who (a) have a readily discernible need to know the Confidential Information to further the Business Purpose, (b) are informed of the confidential nature of the Confidential Information, and (c) are directed in writing by the receiving Party to treat the Confidential Information in a manner consistent with the terms of this Agreement. Each Party agrees and acknowledges that it shall be responsible to the disclosing Party for any breach of this Agreement by any person to whom such receiving Party may disclose Confidential Information.

4. This Agreement imposes no obligations upon a Party receiving Confidential Information if the Confidential Information (a) was known to the receiving Party from a source other than the disclosing Party before receipt of the Confidential Information from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third Party without a duty of confidentiality; (d) is disclosed by the disclosing Party to a third Party without a duty of confidentiality; (e) is independently developed by the receiving Party as evidenced by written documentation in the files of the receiving Party; (f) is, subject to the last sentence of this paragraph 4, disclosed under operation of law; or (g) is disclosed by the receiving Party with the disclosing Party's prior written approval. The receiving Party shall under all circumstances have the burden of proof to establish that it was entitled to disclose Confidential Information by virtue of one or more of the circumstances set forth in the immediately preceding sentence. If the Party receiving the Confidential Information is ordered to disclose the Confidential Information in a judicial or administrative proceeding, the receiving Party shall promptly notify the disclosing Party of such fact and allow the disclosing Party to seek an appropriate protective order or other appropriate remedy seeking to limit the dissemination of the Confidential Information prior to making any disclosure of the Confidential Information.

5. Each Party represents and warrants that it has the right to make disclosures of Confidential Information under this Agreement; however, none of the Confidential Information disclosed by the disclosing Party to the receiving Party shall be construed as a representation, warranty, assurance, guarantee or inducement of any kind with respect to the Confidential Information disclosed.

6. No license, under any trademark, patent, copyright, or other intellectual property right, is either granted or implied by the disclosure of Confidential Information.

7. Neither Party has an obligation under this Agreement to purchase any service or item from the other Party. Neither Party has an obligation under this Agreement to offer for sale products using or incorporating Confidential Information. The disclosing Party may, in its sole discretion, offer such products for sale, modify the products, or discontinue the sale of the products at any time.

8. A Party receiving Confidential Information shall adhere to U.S. Export Administration Laws and Regulations and shall not export or re-export any Confidential Information, any technical data or products arising from the Confidential Information received from the disclosing Party or the product of such technical data or products arising from the Confidential Information to any country or person unless properly authorized by the U.S. Government.

9. The receiving Party shall not induce or attempt to induce any employee of the disclosing Party to leave the employ of the disclosing Party, or in any way interfere with the relationship between the disclosing Party and any employee of the disclosing Party, or solicit for employment or



hire any person who was an employee of the disclosing Party as of the Effective Date, provided that conducting a general solicitation of prospective employees in the ordinary course of business of the receiving Party not specifically directed to employees of the disclosing Party shall not be deemed a violation of this paragraph 9.

10. The Parties do not intend that any agency, joint venture or partnership relationship shall be created between them by this Agreement, and acknowledge and agree that no such relationship has been created hereby.

11. All Confidential Information, and copies thereof, acquired by the receiving Party shall remain the property of the disclosing Party and shall be, at the disclosing Party's written option, either promptly returned to the disclosing Party or destroyed by the receiving Party, to be followed by prompt written confirmation of such destruction, except that one copy of written Confidential Information may be retained by legal counsel of the Receiving Party for archival purposes only, provided that, upon receipt, legal counsel for the receiving Party delivers to the receiving Party a written acknowledgement that such legal counsel is maintaining such copy solely for such purpose and that such copy remains subject to the terms of this Agreement.

12. The receiving Party hereby indemnifies and holds harmless the disclosing Party from and against any loss, liability, claim or expense of the disclosing Party, including attorneys' fees and expenses, arising out of the breach or this Agreement by the receiving Party.

13. In the event of violation of this Agreement, the aggrieved disclosing Party may apply to a court of competent jurisdiction to restrain further violation of this Agreement and to obtain any other kind of relief that may be appropriate, including specific performance, without posting a bond or other security therefor. This Agreement is not intended to restrict the rights or remedies of either Party otherwise available under applicable law or in equity.

14. All amendments, additions or modifications to this Agreement must be made in writing and must be signed by both Parties.

15. This Agreement shall be governed by and construed in accordance with the laws of State of Colorado without regard to conflict of laws principles thereof. Each of the Parties hereby irrevocably and unconditionally submits to the jurisdiction of the United States District Court for Colorado or any state court of competent jurisdiction sitting in Denver County, Colorado for purposes of all legal proceedings arising out of or relating to this Agreement and agrees not to commence any legal proceedings related hereto except in such court. Service of process in any such proceeding may be made by certified mail, return receipt requested, or its international equivalent, directed to the Party to be served at the address at which such Party it is to receive notice as provided in Section 17. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

16. Each Party hereby represents to the other that it has full corporate power and authority to enter into this Agreement and perform its obligations hereunder, that this Agreement constitutes the valid and legally binding obligation of such Party enforceable in accordance with its terms and that



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such Party will not breach its organizational documents or any agreement to which it is a party, and will not violate any law or regulation, by entering into and performing its obligations under this Agreement.

17. The Parties agree that facsimile (fax) or "PDF" copies of the signed Agreement shall have the same force and effect as if it were in original. Counterparts with the original signatures shall be provided to each other Party within five (5) days after the applicable transmission; provided, however, that the failure to provide the original counterpart shall have no effect on the validity or the binding nature of this Agreement. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

CTD:

Participant:

Composite Technology Development, Inc.
2600 Campus Drive, Suite D
Lafayette, Colorado 80026
Facsimile No.: 303-664-0392
Email address: lori.bass@ctd-materials.com

Composite Technology Development, Inc.

(Name of Participant)

By:

By:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, or have caused it to be duly executed on their behalf, as of the Effective Date.

Name: Martin Bates

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____