

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 202__, is between Zurn Industries, LLC with a place of business at _____ (“Zurn” or “Disclosing Party”), and _____, a _____ corporation with its principal place of business at _____ (“Company” or “Receiving Party”).

WHEREAS, both Zurn and Company wish to explore areas of mutual interest and benefit in connection with a potential business relationship, and certain Confidential Information (as defined below) may be transmitted from Zurn to Company for review and evaluation;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the parties agree as follows:

1. **Definitions.** “Confidential Information” means any data or information, whether disclosed in oral, written, graphic or machine-readable form that is (a) competitively or business sensitive material, and not generally known to the public, including but not limited to products, marketing and sales plans and estimates, finance, operations, prices, customer relationships or product and business performance results; or (b) any scientific or technical information, design, process, procedure, formula, object code, source code, invention, know how or improvement that is commercially valuable and secret, including but not limited to trade secrets; or (c) confidential or proprietary ideas, concepts, documents, reports, data, specifications, computer software, charts and databases; or (d) drafts of agreements between the parties and discussions involving the parties’ potential business relationship. Confidential Information shall not include information which:

- (i) is in the possession or control of the Receiving Party at the time of its disclosure by the Disclosing Party; or
- (ii) is, or becomes, publicly known through no wrongful act of the Receiving Party; or
- (iii) is received by the Receiving Party from a third party free to disclose it without obligation to the Disclosing Party; or
- (iv) is independently developed by the Receiving Party without access to or use of the Disclosing Party’s Confidential Information; or
- (v) is released by Disclosing Party to any third-party without restriction.

2. **Treatment of Information.** Disclosing Party shall use reasonable efforts to mark Confidential Information disclosed in tangible form as “Confidential” or “Proprietary” and to reduce to writing within 30 days all Confidential Information that is disclosed orally; provided, however, that a failure to do so shall not affect the status of such information as Confidential Information under this Agreement. Receiving Party shall keep all Confidential Information strictly confidential and shall protect such Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in any case using no less than a reasonable degree of care. Receiving Party may disclose Confidential Information to its affiliates who agree, in writing, to be bound by this Agreement, and to its employees and contractors who have a need to know for the purpose of this Agreement, and who are bound in writing to protect the Confidential Information from unauthorized use and disclosure. Receiving Party agrees to advise any such authorized recipients of Confidential Information of the terms of this Agreement and its obligations under this Agreement. All obligations with respect to the Confidential Information shall survive the termination of this Agreement as set forth in Section 11 hereof.

3. **Use of Confidential Information.** Receiving Party shall use Confidential Information of the Disclosing Party solely for the purpose of evaluating a potential business relationship with the Disclosing Party. Receiving Party shall not use Confidential Information of the Disclosing Party for purposes of competing with the Disclosing Party. Each Party acknowledges and agrees that the other Party may be a competitor and that nothing in this Agreement shall prohibit or restrict either Party from competing with the other Party in any manner, as long as the Confidential Information of the other Party is not used for such purpose.

4. **Disclosure Required by Law.** Notwithstanding any provision of this Agreement to the contrary, if Receiving Party is requested or required in a judicial, administrative or governmental proceeding or is otherwise required by law to disclose any Confidential Information, the Receiving Party will immediately provide the Disclosing Party with written notice so that the Disclosing Party may, at its sole cost and expense, seek an appropriate protective order or waive the Receiving Party’s compliance with the applicable provisions of this Agreement.

5. **Ownership of Information.** Receiving Party covenants and agrees that all right, title and interest in any Confidential Information is and shall remain the exclusive property of the Disclosing Party. It is understood and agreed that Disclosing Party does not grant any license or other rights of any kind (except the right to use the Confidential Information as contemplated by this Agreement) in connection with the Confidential Information.

6. **Return or Destruction of Confidential Information.** Upon the Disclosing Party’s request, Receiving Party agrees to return to the Disclosing Party all Confidential Information in tangible form or, with Disclosing Party’s consent, promptly destroy all Confidential Information and to certify in writing to the Disclosing Party its compliance with this provision within ten (10) days of the Disclosing Party’s request to do so. Receiving Party agrees not to retain any copies, summaries, extracts or other reproductions of Confidential Information in whole or in part.

7. **Breach of Agreement.** Receiving Party agrees that the Disclosing Party may be irreparably harmed and have no adequate remedy at law for any breach of this Agreement by Receiving Party. Therefore, the Disclosing Party shall be entitled to seek injunctive or other equitable relief for any breach or threatened breach of this Agreement. Should Disclosing Party prevail in obtaining legal relief, Receiving Party shall indemnify the Disclosing Party for reasonable costs and expenses, including, but not limited, to court costs and reasonable attorneys' fees that the Disclosing Party incurred pursuant to the enforcement of this Agreement.

8. **No Warranty.** There are no warranties, express or implied, made by this Agreement.

9. **Nature of Agreement.** Each party acknowledges and agrees that no legal obligations by either party exist with respect to any transaction by virtue of this Agreement and no contract or agreement providing for a transaction with the other party shall exist unless and until a written agreement for such transaction(s) has been executed by the parties.

10. **Reasonableness of Restrictions.** COMPANY HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS HEREIN AND AGREES THAT THE RESTRICTIONS SET FORTH ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF ZURN AND ITS BUSINESS, OFFICERS, DIRECTORS AND EMPLOYEES.

12. **Duration of Agreement.** This Agreement shall become effective upon execution and shall apply to all Confidential Information exchanged between the parties for a period of two (2) years commencing with the date of execution. Except with respect to trade secrets, the confidentiality obligations set forth herein shall survive termination of this Agreement for a period of ten (10) years from the date on which Receiving Party last receives Confidential Information from the Disclosing Party or to the maximum extent allowable by applicable law if that is less than ten years. With respect to trade secrets, the confidentiality obligations of Receiving Party shall continue in perpetuity.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other communications, written or oral. This Agreement may not be released, discharged or modified in any manner except in a writing signed by both parties.

14. **Export of Technical Data.** The Confidential Information being disclosed herein may be subject to the rules and regulations of the Directorate Defense Trade Controls, U.S. Department of State, and/or the Bureau of Industry and Security, U.S. Department of Commerce and may not be exported without a valid license or exemption therein. Prior to the export of any technical information, Company agrees that it will contact Zurn and inquire as to the control status of the Confidential Information. Company expressly agrees that it will comply with such regulations in the export of any information received herein.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin, without regard to its conflict of law provisions. The Parties consent to the exclusive jurisdiction of the federal and state courts located in Milwaukee, Wisconsin in any action arising out of or relating to this Agreement and both Parties waive any objection they might have to jurisdiction or venue of such forum.

IN WITNESS WHEREOF, Zurn and Company have duly executed this Agreement as of the date set forth above.

Zurn INDUSTRIES, LLC

COMPANY

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____