

MUTUAL CONFIDENTIALITY AGREEMENT
BETWEEN
AVIS GLOBAL ENERGY LTD
AND

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement") is between AVIS GLOBAL ENERGY LTD, a British corporation with offices at Vyman House, 104 College Road, Harrow Middlesex HA1 1BQ London, United Kingdom ("AVIS") or an Affiliate (as defined below) of AVIS and the undersigned person(s) or entity(ies) ("Company"), a

Company with offices at

or an Affiliate of Company as referred to in the Schedule attached hereto or subsequent applicable schedule(s) (each, a "Schedule") and governs the terms and conditions under which the parties agree to disclose Confidential Information (defined below) to each other. Each of AVIS and Company being referred to as a "party" and collectively as the "parties". "Affiliate" means an entity that controls, is controlled by, or is under common control with (directly or indirectly through one or more intermediaries) a party to this Agreement. When either AVIS or Company (or their respective Affiliates) is disclosing Confidential Information to the other, the disclosing party is referred to as "Discloser." When either AVIS or Company (or their respective Affiliates) is receiving Confidential Information, the receiving party is referred to as "Recipient."

1. Confidential Information. For purposes of this Agreement, "Confidential Information" of a Discloser means, subject to the limitations set forth below, (i) any information related to the fact or substance of discussions or negotiations between the parties, the terms of any agreement between the parties, and also including, without limitation, all, or any part of, and originals or copies of, any information, in whatever form embodied (whether oral, written, or otherwise) that Discloser has identified as confidential at the time of disclosure, or the fact that a discussion around the Permitted Purpose (as defined below) is taking place and all information concerning a party's past, current, and planned products, services, fees, customers, employees, personnel matters, concepts, methodologies, research, business activities, marketing and financial plans, tax structure, technical and/or platform interfaces (and any concepts or ideas relating thereto which may arise from discussions between the parties), other proprietary information and the like, and (ii) disclosed in connection with the Permitted Purpose (as defined below). Confidential Information does not include information which the Recipient demonstrates:(a) that at the time of disclosure was, or becomes, part of the public domain (through a source other than Recipient); (b) that is lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information; (c) that is lawfully and independently developed or obtained by, or on behalf of, Recipient (as evidenced by written

records) without use of, or reference to, Confidential Information; or (d) that was known by Recipient prior to disclosure by Discloser (as evidenced by written records).

2. Treatment of Confidential Information. The parties agree to complete a Schedule, attached hereto, with detail and specificity for each new permitted purpose or basis for sharing Confidential Information ("Permitted Purpose") identified between the parties. Recipient shall (a) use Confidential Information only for the Permitted Purpose; (b) not disclose Confidential Information to any third party except as expressly permitted herein or in writing by Discloser and then only if such third party has executed a non-disclosure agreement with Recipient with confidentiality obligations that are no less restrictive than those contained herein; (c) limit dissemination of Confidential Information to its, and its permitted Affiliates', directors, officers, employees, contractor individuals working as temporary resources for the Recipient, and legal advisors (e.g., attorneys, solicitors) ("Representatives") that have a "need to know," provided such Representatives are made aware of, understand, and agree to comply with these confidentiality obligations; and (d) not remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof. Each party shall promptly report in writing to the other any unauthorized disclosure or use of Confidential Information,

and shall take all reasonable steps to prevent, control or remedy such violation.

Notwithstanding anything herein to the contrary, Recipient shall not be deemed to have violated this Agreement if it discloses Confidential Information in response to a subpoena or other lawful process issued by a court or agency of competent jurisdiction, on condition that the Recipient use reasonable efforts to notify the Discloser before any such disclosure so that the Discloser may seek by legal means to prevent or limit such disclosure, except to the extent that providing such prior notice to the Discloser is prohibited by law or regulatory authority. Recipient shall safeguard the confidentiality of the Confidential Information using the same standard it employs to safeguard its own confidential information of like kind, but in no event, less than a commercially reasonable standard of care. Recipient shall be responsible for any unauthorized use or disclosure of the Discloser's Confidential Information by its Representatives.

3. Return of Confidential Information. The Recipient will promptly return or destroy the Discloser's Confidential Information upon the written request of the Discloser and/or upon termination. Neither party is obligated to erase Confidential Information that is either (a) commingled with other information or documents of the Recipient if it would pose a substantial administrative burden to excise such Confidential Information until destruction is commercially feasible, or (b) contained in an archived computer system backup made in accordance with such party's security or disaster recovery procedures, provided in each case that such commingled documents and archived copies: (i) are handled in the ordinary course of such party's data processing procedures; and (ii) remain fully subject to the obligations of confidentiality and use restrictions in this Agreement until the eventual erasure or destruction or the expiration of such obligations set out in this Agreement. In addition, and notwithstanding the foregoing, the Recipient may retain copies of written or printed Confidential Information to the extent required by law, provided that any such retained Confidential Information shall continue to be subject to the obligations of confidentiality and use restrictions hereunder.

4. No License or Conveyance. Except as expressly permitted herein, nothing in this Agreement shall convey to Recipient any right, title or interest in any Confidential Information, or any license to use, sell, exploit, copy or further develop any such Confidential Information or any trademark, trade name, or any other intellectual property rights of Discloser.

5. No Obligation to Disclose or Transact. Nothing contained in this Agreement shall (i) imply any commitment or agreement by either party to disclose any particular information or make any investment in or payment to the other party or in any business of the other party or to enter into any other business arrangement of any nature whatsoever with the other

party, and (ii) create or imply any obligation or commitment on or by either party to purchase or sell any products or services to or from the other. In addition, this Agreement does not create any agency or partnership relationship.

6. Independent Development; Residuals. This Agreement will not be construed to limit either party's right to independently develop or acquire similar, or competing products, processes or services, provided development, or acquisition occurs without breach of this Agreement. The Discloser acknowledges that the Recipient or its Affiliates may currently, or in the future, be developing information internally or receiving information from third parties, that is substantially similar to the Discloser's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Recipient or its Affiliates will not develop, or have developed for it, products, services, concepts, systems or techniques contemplated by or embodied in the Discloser's Confidential Information; provided that the Recipient and its Affiliates do not violate any of their obligations under this Agreement in connection therewith. For the avoidance of doubt, Recipient may use Residuals for any purpose; provided that such party shall maintain the confidentiality of Confidential Information as provided herein and that this right to Residuals does not represent a license under any intellectual property and/or proprietary rights of Discloser. "Residuals" means information that is retained in the unaided memories of Recipient's Representatives as permitted herein who have had access to Discloser's Confidential Information. Memory is unaided if the Representative has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

7. Injunctive Relief. The parties acknowledge and agree that any breach of this Agreement will cause Discloser immediate irreparable harm for which money damages will be insufficient redress. In the event of any breach by Recipient, Discloser shall be entitled to immediate injunctive relief for such breach, in addition to any other right or remedy that Discloser may have at law or in equity.

8. Representations and Warranties. Except as may otherwise be expressly stated herein, all Confidential Information is delivered on an "as is" basis and all representations and warranties, express or implied, are hereby disclaimed. Without limitation to the foregoing, the Discloser disclaims all representations and warranties with respect to the following matters: (i) that the Confidential Information is accurate or reliable for any purpose whatsoever; (ii) that the use of the Confidential Information does not infringe any intellectual property rights held by third parties; and (iii) the implied warranties of merchantability and fitness for a particular purpose.

9. Term and Termination. This Agreement shall commence on the earlier to occur of the date Recipient first

receives Confidential Information or the date of execution of this Agreement (“Effective Date”) and remain in effect until terminated by either party with thirty (30) days written notice; provided, however, this Agreement for a Schedule that is in effect at the time of such termination shall continue to be in effect until terminated pursuant to this Section. The term (“Term”) of this Agreement for a Schedule shall end on the earlier to occur of: (i) upon the conclusion of the Schedule Term as specified in such Schedule; (ii) the execution by the parties of a definitive agreement with respect to the Permitted Purpose in such Schedule that contains confidentiality and use restrictions of a party’s confidential information; or (iii) the delivery of at least thirty (30) business days prior written notice to a party by the other party of its election to terminate this Agreement for such Schedule. Unless applicable law requires a longer period or otherwise stated in a Schedule, the confidentiality obligations and use restrictions stated herein for such Schedule shall survive any termination of this Agreement for such Schedule for a period of three (3) years.

10. Governing Law and Jurisdiction. This Agreement shall be governed for all purposes by the laws of England & Wales without resort to its choice of law principles and the Courts of London shall have exclusive jurisdiction over any and all disputes relating to this Agreement.

11. Miscellaneous

11.1. **Publicity.** Neither party, as a result of entering into this Agreement, may use, publish or disclose in any manner, directly or indirectly, the name, likeness, logo, trademarks or service marks of the other party, including without limitation in any client list, advertisements, news releases, or releases to any professional or trade publications, or otherwise.

11.2. **Severability.** If a court or tribunal of competent jurisdiction determines that any of the provisions of this Agreement are void or unenforceable under applicable law, those provisions will be severed from this Agreement, and if applicable, such court or tribunal will replace such provisions with valid and enforceable provisions that most closely approximate the intent of the parties, and this Agreement will otherwise remain in full force and effect.

11.3. **Assignees and Successors.** This Agreement will be binding upon the parties and their respective assignees and successors, however, neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party, which may be withheld for any reason and, if given, may be subject to such conditions as the non-assigning party determines appropriate in its sole discretion. Any attempted assignment or delegation not expressly authorized in this paragraph shall be null and void.

11.4. **Entire Agreement.** This Agreement and each completed Schedule(s) that references this Agreement constitute the entire agreement between the parties with respect to the Permitted Purpose. This Agreement may not be amended or modified except in writing signed by both parties. Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

11.5. **Anti-Bribery and Corruption Laws and Compliance.** Parties shall comply, and shall ensure that each of its subcontractors and personnel complies, with all applicable anti-bribery and corruption laws in connection with this Agreement. Violation of this section will constitute a material breach of this Agreement.

11.6. **Export Control Laws and Compliance.** Any information subject to this Agreement, including products, software, or information incorporating such information, may be subject to U.S. and/or international export control regulations. Parties agree to comply with all such laws and regulations, including restrictions on exporting to prohibited countries, entities, or persons, or for any use prohibited by the laws or regulations of the United States. Company represents that it is not a prohibited party as defined under these laws and regulations.

11.7. **Counterparts.** This Agreement may be executed in counterparts, and all such counterparts, taken together, shall constitute a single agreement.

Both parties acknowledge and agree that this Agreement may be executed and delivered by electronic means and upon such delivery, the electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, each of the parties hereto, certifying that it is an authorized signatory, has executed this Agreement as of the Effective Date.

AVIS GLOBAL ENERGY LTD

Signature: _____

Name:

Title:

Date:

Signature: _____

Name:

Title:

Date:

Schedule to Mutual Confidentiality Agreement

This Schedule is subject to the terms and conditions of the Mutual Confidentiality Agreement.

Parties: **AVIS GLOBAL ENERGY LTD**

And

Schedule Effective Date: Effective Date of the Mutual Confidentiality Agreement

Schedule Term: The period beginning on the Schedule Effective Date and ending six (6) months thereafter.

AVIS Contact(s):

Company Contact(s):

Permitted Purpose: