



245 S. Executive Drive, Suite 100  
Brookfield, WI 53005

## MUTUAL NONDISCLOSURE AGREEMENT

**THIS MUTUAL NONDISCLOSURE AGREEMENT** (the "Agreement") is made and entered into as of \_\_\_\_\_, 2021 between REV Group, Inc., with offices at 245 S. Executive Drive, Suite 100, Brookfield, WI 53005 and \_\_\_\_\_, with offices at \_\_\_\_\_. Either or both of which may also be referred to respectively as the "party" or the "parties". The term of this Agreement shall commence effective as of the last date of signature at the end of the Agreement ("Effective Date").

**Purpose.** The parties wish to evaluate and/or maintain a business relationship of mutual interest (the "Purpose") and, in connection with this, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

**"Confidential Information"** means any material or information, in any form, which is confidential or proprietary to the disclosing party and not generally known by third parties that is disclosed by either party or such party's Affiliate to the other party, either directly or indirectly, about the disclosing party or such party's Affiliates, whether or not designated as Confidential Information by disclosing party. Confidential Information includes, without limitation, documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) is or becomes publicly known and made generally available in the public domain through no fault of receiving party; (ii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (iv) is independently developed by the receiving party without the aid of disclosing party's Confidential Information or otherwise in breach of this Agreement; "Affiliate" means any entity that controls, is controlled by or is under common control with a party. For this purpose, "control" means the direct or indirect ability to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

**Non-use and Non-disclosure.** Each party is only permitted use the Confidential Information of the other party in connection with the Purpose. The receiving party may disclose Confidential Information only to its employees, directors, agents, contractors and affiliates who need to know the Confidential Information to accomplish such Purpose (the "Permitted Parties"). The receiving party's employees, directors, agents, contractors and affiliates will be required to maintain the confidentiality of the Confidential Information and subject to obligations of confidentiality which are no less restrictive than those contained herein. Receiving party shall be responsible for the breach of this Agreement by any Permitted Parties. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

**Permitted Disclosure.** If receiving party is required by law or legal action to disclose Confidential Information received under this Agreement, it shall, unless prohibited by applicable law, provide prompt written notice to the disclosing party to allow the disclosing party an opportunity to seek a protective order or other relief it deems appropriate, and receiving party shall reasonably assist disclosing party in such efforts. If disclosure is nonetheless required, the receiving party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed. For the avoidance of doubt, except as permitted in this this subsection, any Confidential Information disclosed pursuant to this Section shall remain subject to the confidentiality obligations in this Agreement.

**Maintenance of Confidentiality.** Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized access to or use of the Confidential Information of the other party. Such reasonable measures shall by no means include less than industry standard technical and organizational measures designed to protect the Confidential Information. Without limiting the foregoing, each party shall take at least those measures as it would to protect its own Confidential Information and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party will comply with all applicable laws relating to the use, disclosure, and distribution of any Confidential Information. Receiving party will not alter, remove, or modify in any way any markings on Confidential Information that describes the confidential or proprietary nature of such information.

**No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.



**Confidentiality of Terms of Parties' Relationship.** Except to the extent required by law, or to legal business or financial advisers, or as mutually agreed, neither party shall disclose the existence or subject matter of the relationship contemplated by this Agreement.

**No Warranty.** NEITHER PARTY MAKES ANY WARRANTIES IN THIS AGREEMENT, EXPRESS, IMPLIED OR OTHERWISE, ABOUT ANY CONFIDENTIAL INFORMATION, INCLUDING REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**Ownership and Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly destroyed or returned to the disclosing party upon the earlier of disclosing party's written request or upon expiration or termination of this Agreement. Upon written request from disclosing party, receiving party will provide a written affidavit to certify that the Confidential Information has been returned or destroyed in accordance with this section.

**No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

**Term.** The obligations of each receiving party hereunder shall survive for a period of three years after the parties enter into this Agreement or, if the parties enter into a business relationship, until the date three years after the parties' business relationship ceases; except that the parties' obligations with respect to information that constitutes trade secrets will continue until the information no longer constitutes trade secrets.

**Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief (without the requirement of having to post bond) in addition to all legal remedies at law or in equity.

**Miscellaneous.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and to their permitted successors and assigns. This Agreement shall be governed by the laws of the State of Delaware without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in writing from time to time.

**REV Group, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[insert supplier entity name]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_