



Mi.Conference Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT As part of your participation in Mueller Mi.Conference Sales Conference, you may learn about certain Confidential Information. This Non-Disclosure Agreement (“Agreement”) confirms your acknowledgement that there is a need to protect such Confidential Information from unauthorized use and disclosure and governs your access and use of the Confidential Information. This Agreement will become effective when you click the “I ACCEPT” button on the registration page, whereby you indicate that you consent to be bound by this Agreement. If you do not consent to this Agreement, please do not click the “I ACCEPT” button. If you agree to these terms on behalf of a business, you represent and warrant that you have the power and authority to bind that business to this Agreement.

- 1. Confidential Information.** As used in this Agreement, the term “Confidential Information” means all information, whether or not reduced to writing that is disclosed by Mueller Group, LLC or any of its affiliated companies (“Mueller”) to You in during or connection with the 2020 Mi.Conference (the “Purpose”) and pursuant to this Agreement or observed by you during or as a part of the 2020 Mi.Conference and would otherwise reasonably be understood to be confidential under the circumstances. Confidential Information includes but is not limited to information relating directly or indirectly to data (technical and non-technical), formulae, patterns, programs (including models), devices, methods (including design methods), techniques, inventions, whether or not patentable, works of copyright whether or not registered, trade secrets, algorithms, systems information, technical information, statistics, software, interfaces, computer code, source code, object code, interface code, mask works, instructions, methods of operation, specifications, materials, plans, hardware, designs, reports, studies, notes, analyses, summaries, business, marketing, and development plans, client lists and other information regarding clients or client relationships, projections, corporate opportunities and contacts, compilations, studies, schematics, artwork, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of Mueller or its affiliates and all other related information and materials that contain or reflect in whole or in part any such information or materials.
- 2. Confidentiality and Non-Use of Confidential Information.** You (a) must use reasonable care and discretion to maintain in confidence, and prevent disclosures of, the Confidential Information, and (b) must not use the Confidential Information except to further the business of Mueller. Under no circumstances, except as expressly set forth below, shall You reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information of the other party to any person or entity without the consent of Mueller.
- 3. Securities Laws.** Each party understands that in addition to its obligations to the other party under this Agreement, it may not use any Confidential Information in violation of any federal or state securities laws governing insider trading. You understand and will prohibit any person, directly or indirectly, from buying or selling securities on your behalf of Mueller while in possession of material non-public information regarding Mueller.
- 4. Mandatory Disclosure.** If Confidential Information is required to be produced by law, court order or governmental authority, You must promptly notify Mueller of that obligation. It is understood and agreed that you shall disclose Confidential Information when ordered to do so by a court or other government authority, however, You shall take reasonable measures to prevent disclosure of such Confidential Information until Mueller has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of You at Mueller’s expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from You of the obligation to produce or disclose. Notwithstanding the foregoing, You shall only disclose such portion of Mueller’s Confidential Information which You are advised by counsel is required for You to comply with law.
- 5. Return of Confidential Information.** If Mueller requests, You shall, within ten (10) business days, return to Mueller all tangible forms of the Confidential Information, and will immediately destroy all notes, summaries, work papers, electronically stored documents, analyses or other documents, including any derivative works prepared from the Confidential Information.

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6. Representations and Warranties. Mueller makes no warranty of any kind with respect to any information disclosed under this Agreement. Mueller makes no representation or warranty as to the accuracy, completeness or non-infringement of the Confidential Information and that such is disclosed "As Is". Mueller shall have no liability to You resulting from the delivery and use of the Confidential Information or any errors therein or omissions. You hereby represent and warrant to Mueller that You are authorized to execute this Agreement and that this Agreement, when executed by You, shall become its valid and binding obligation, enforceable against it in accordance with its terms.

7. Rights and Ownership. You acknowledge and agree that any Confidential Information is the sole and exclusive property of Mueller (or a third party providing such information to Mueller). You further acknowledge and agree that any and all inventions, whether or not patentable, any and all works of authorship (to be considered works for hire), whether or not protectable by United States or other country copyright, and any

and all other intellectual property developed by You based on or derived from Confidential Information or other information received from Mueller, or such intellectual property that is otherwise attributable to Your interactions with Mueller for the contemplated business purpose, shall be considered the property of Mueller. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to You, either expressly or implied, any rights, licenses or interests in or with respect to any Confidential Information, including any intellectual property rights.

8. Duration. This Agreement shall commence on the date first above written and shall continue for a period of three (3) year thereafter, and may be extended by the written agreement of authorized representatives of both parties. The obligations of confidentiality and non-use with respect to Confidential Information shall continue for a period of five (5) years from the date of first disclosure of that Confidential Information and survive any expiration or termination of this Agreement

9. Notices. All notices under this Agreement shall be in writing and shall be deemed properly delivered when hand-delivered, sent by email or facsimile to the email or facsimile number of the party set forth below, with receipt confirmed, mailed by certified mail or sent by reputable overnight courier service to the receiving party's address. Notices shall be effective upon receipt.

10. Injunctive Relief. You further understand and agree that money damages will not be a sufficient remedy for any

breach of this Agreement by You and that Mueller will be entitled to equitable relief without the need to post bond, including injunction and specific performance, as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for Your breach of this Agreement but will be in addition to all other remedies available at law or in equity by Mueller. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that You have willfully breached this Agreement, then You will be liable for, and will pay to Mueller, the reasonable attorneys' fees incurred by Mueller in connection with such litigation, including any appeal there from.

11. Miscellaneous. You agree and acknowledge that any duty or obligation imposed upon it by this Agreement may be specifically enforced in any court of competent jurisdiction in addition to any other rights or remedies available at law or in equity. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, United States of America, without regard to conflict of laws principles. You shall not have the right to assign this Agreement without the express, written consent of Mueller. This Agreement supersedes all prior discussions, understandings and agreements between the parties relating to confidential information in connection with the Purpose. Nothing in this Agreement will constitute a commitment by either party to develop or disclose any information or materials, including any Confidential Information, or to acquire or recommend any product, service or asset of the other party.