



**St. VINCENT ELECTRICITY SERVICES LIMITED (VINLEC)-
Request for Proposal for the Cane Hall BESS Project,
Engineering, Procurement and Construction (EPC) Contract,
St. Vincent**

Appendix C – Mutual Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this _____ day of _____, 2025 ("Effective Date") between the following parties:

St. Vincent Electricity Services Limited (VINLEC), having a registered office at Paul's Avenue, Kingstown, St. Vincent & the Grenadines

and

Rocky Mountain Institute (RMI), a non-profit organization, having its principal place of business at 1820 Folsom Street, Boulder, Colorado 80302

and

[COMPANY NAME] a [STATE/JURISDICTION], [COMPANY TYPE] having its principal place of business at [ADDRESS]

each of the above may be considered a "Party" or the "Parties".



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RECITALS

WHEREAS, the Parties intend to enter into discussions to explore the possibilities and potential for a business relationship between themselves.

WHEREAS, in the course of such discussions certain, trade secrets, confidential and proprietary information may be disclosed by each of the Parties to the other Parties; and

WHEREAS, each Party is willing to make such disclosure only pursuant to the terms of this Agreement.

NOW THEREFORE, because of the above Recitals which are incorporated in this Agreement and as an inducement to and in consideration of the disclosure of such confidential, trade secrets and proprietary information by one Party to another Party, the Parties agree as follows:

1. For purposes of this Agreement:

a. "Disclosing Party" shall mean the Party hereto that is disclosing Confidential Information to the other Party or Parties; and

b. "Receiving Party" shall mean the Party hereto that is receiving Confidential Information from the Disclosing Party.

2. For purposes of this Agreement, "Confidential Information" shall mean any information that is owned or controlled by the Disclosing Party and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in the possession of the Disclosing Party and being disclosed hereunder that the Disclosing Party is obligated to maintain in confidence. Confidential Information subject to this Agreement may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a Document.



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Confidential Information disclosed orally shall be followed within ten days by delivery to the Receiving Party by the Disclosing Party of a brief written summary of the Confidential Information so disclosed. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. Confidential Information shall not include information that:

a. is already known to Receiving Party and was properly obtained by Receiving Party prior to the effective date of this Agreement;

b. is already in the public domain or becomes available to the public other than through a negligent act or omission or willful misconduct of the Receiving Party;

c. is acquired in good faith from a third party and at the time of acquisition the Receiving Party had no knowledge or reason to believe that such information was wrongfully obtained or disclosed by the third party; or

d. is independently developed by Receiving Party from information not defined as "Confidential Information" in this Agreement.

3. In consideration of the disclosure of the Confidential Information by Disclosing Party to Receiving Party, except as otherwise provided in this Agreement, Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction or electronic transmission, without the Disclosing Party's prior written consent.

4. Receiving Party agrees that it will disclose, use or permit the use of the Confidential Information of Disclosing Party only for the purpose of the discussions between the Parties including evaluation of the information and any business relationships proposed. Unless consented to in writing by the Disclosing Party, the Receiving Party agrees that it will not use the Confidential Information to compete with the Disclosing Party in any manner, or for any financial benefit or gain adverse to the Disclosing Party.



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5. Notwithstanding anything in this Agreement to the contrary, Receiving Party may disclose Confidential Information without Disclosing Party's prior written consent under the following circumstances and no others:

a. when such disclosure by Receiving Party is required under applicable law or by subpoena or other court or governmental order, decree, regulation or rule; provided, however, that if disclosure is required under this provision, Receiving Party shall advise Disclosing Party of the requirement to disclose Confidential Information prior to such disclosure and as soon as reasonably practicable after Receiving Party becomes aware of such required disclosure; and further provided that upon the request of the Disclosing Party, the Receiving Party agrees to cooperate in good faith with and at the expense of the Disclosing Party in any reasonable and lawful actions which the Disclosing Party takes to resist such disclosure, limit the information to be disclosed or limit the extent to which the information so disclosed may be used or made available to third parties.

b. when such disclosure is made to officers, directors and employees of the Receiving Party and its affiliates and their respective attorneys and accountants who have a need to know to assist the Receiving Party in the discussions and negotiations with the Disclosing Party. For purposes of this Agreement, "affiliate" shall mean any person or entity controlling, controlled by or under common control with Receiving Party.

6. Receiving Party agrees that it shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or in any unauthorized manner. Receiving Party also agrees that it shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement return such information to the Disclosing Party or destroy it in accordance with the terms of this Agreement.

7. Nothing contained in this Agreement shall be construed as granting or conferring any right or license, express or implied, in or to any Confidential Information disclosed to the Receiving Party, including without limitation any patent, trademark and/or copyright. No disclosure of any Confidential Information hereunder shall be construed as a public disclosure of such information by any Party for any purpose whatsoever.

8. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may request the return thereof at any time upon giving written notice to a



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Receiving Party. Within 10 days of the receipt of such notice, the Receiving Party shall return all of the original Confidential Information that was provided in written or document form and shall destroy or cause the destruction of all copies and reproductions (both written and electronic) of such information in its possession and in the possession of all persons to whom it was disclosed by Receiving Party except those specified in paragraph 5 a. of this Agreement. Receiving Party also shall destroy or cause the destruction of abstracts, notes, memoranda or other Documents containing any Confidential Information. Notwithstanding the foregoing, each Party may maintain a single confidential copy in the office of its general counsel of the Confidential Information as a record of the material provided hereunder, and shall not be deemed to have retained or failed to destroy any Confidential Information which is in electronic form if such information is deleted from local hard drives so long as no attempt is made to recover such information from servers or back-up sources.

9. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement by a Receiving Party, Disclosing Party shall be entitled to seek an injunction prohibiting any such breach or disclosure of any Confidential Information. In addition to injunctive relief, Disclosing Party shall have all other rights and remedies afforded it by law. The Parties acknowledge that the Confidential Information is valuable and unique and that disclosure in breach of this Confidentiality Agreement may result in irreparable injury to Disclosing Party.

10. Disclosing Party represents and warrants that it has the authority to enter into this Agreement and to disclose the Confidential Information to the Receiving Party. Disclosing Party believes in good faith that the Confidential Information to be provided by it hereunder will not be materially misleading, but the Disclosing Party makes no other representation or warranties, express or implied, as to the quality, accuracy, completeness or reliability of the information so disclosed. Disclosing Party, its directors, officers and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

11. Nothing in this Agreement nor the furnishing of Confidential Information pursuant hereto shall be construed in any way as obligating any Party to enter into any further agreement, negotiation or transaction with the other or to refrain from entering into an agreement, negotiation or transaction with any other person, including without limitation any person engaged in the same or similar line of business as the other Party hereto.

12. This Agreement shall expire two years from the Effective Date. Any Party may terminate this Agreement at any time by providing written notice to the other Parties. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect



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to the Confidential Information disclosed prior to the date of such termination.

13. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties hereto.

14. Each Party agrees that they will not, during the term of this Agreement and for one year after the termination thereof, solicit, direct or attempt to induce or induce any employee or agent of any other Party hereunder to leave the employ of the other Party, except that any Party may hire an employee of the other Party who initiates contact with that Party or who responds to a general advertisement for employment.

15. This Agreement shall be governed by and construed under the laws of St. Vincent and the Grenadines. It represents the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information; and it supersedes and cancels all prior communications, understandings and agreements between the parties with respect to the disclosure of information for the purposes previously recited, whether oral, expressed or implied.

[Signatures to Follow]



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

St. Vincent Electricity Services Limited

Rocky Mountain Institute

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[NAME OF LEGAL ENTITY]

By: _____

Name: _____

Title: _____