

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is made and entered into by execution of this document or a duplicate hereof effective this   [Date]  , by and between, **TPI Composites, Inc.** a company established under the laws of Delaware and having its registered offices at 8501 N. Scottsdale Rd., Suite 280, Scottsdale, Arizona 85253, as well as all of its subsidiaries, affiliates divisions and units of such corporation, entities or businesses related in any way to TPI Composites, Inc., including, but not limited to joint ventures (hereinafter referred to as "TPI") and   [Insert Company]  , having its registered offices at   [Address]   (hereinafter referred to as "  "). The term "Party" or "Parties" as used herein refers to one or both of the foregoing entities, depending on context.

WHEREAS, TPI is a company that develops and manufactures large-scale composite materials for the wind energy, transportation and military markets;

WHEREAS, TPI has developed valuable technology, know-how, trade secrets, and other confidential information relating to reinforced plastic composite materials and processes;

WHEREAS,   [Insert Company]   desires to receive and examine certain confidential data of TPI relating to composite materials and/or other products that TPI has obtained, designed, manufactured or developed for use in the wind energy, transportation or military markets;

WHEREAS,   [Insert Company]   is in the business of   [Insert nature of business or products manufactured]   and has developed   [Insert nature of technology or other information Company wishes to share with TPI]  ;

WHEREAS, TPI desires to receive and examine certain confidential data of   [Insert Company]   relating to   [Insert technology or other information Company wishes to share with TPI]  ;

WHEREAS, the Parties desire to define and set out the terms and conditions which prevent each of the Parties from any unlawful or unauthorized disclosure of each others' confidential and proprietary information as stipulated hereinbelow.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. "Proprietary Information," as used herein, shall mean any and all samples, formula, methods, know-how, technology, software, material, engineering data, specifications, sketches, drawings, schematics, designs, manufacturing processes, test results, compilations, and any other material, information, ideas, concepts or knowledge which a party (the "Disclosing Party") furnishes to another party (the "Receiving Party"): (i) in written or other tangible form whether marked with a proprietary legend or not, or (ii) in oral or visual form that is identified as proprietary at the time of disclosure and is summarized and designated proprietary in a written memorandum delivered to Receiving Party within thirty (30) days of the disclosure. Examples of such Proprietary Information include, but are not limited to, pricing, computer programs, computer code, modules, scripts, algorithms, features, and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, know-how, schematics, testing procedures, design and function specifications, documentation, and the features, mode of operation and other details of Disclosing Party's products and services, as well as the

names and expertise of Disclosing Party's employees, product development plans and forecasts.

Such Proprietary Information shall not include information which (1) is in or (other than by an act attributable to the Receiving Party) passes into the public domain; (2) was in the possession of the Receiving Party prior to disclosure thereof by or on behalf of the Disclosing Party; (3) is disclosed to the Receiving Party by a third party who lawfully possesses such information and who is duly authorized or otherwise entitled to disclose such information; (4) is disclosed pursuant to the order or requirement of a government body, court or administration agency; or (5) is independently developed by an employee of the Receiving Party who has not had access to the information disclosed hereunder.

2. Proprietary Information shall be held in strict confidence by Receiving Party and shall not be used by Receiving Party except for (i) the purposes described in this Agreement, unless disclosure or further use is authorized or consented to in writing by Disclosing Party which consent shall not be unreasonably withheld or delayed and/or (ii) the case where disclosure of the same is required under applicable law or by a governmental order, rule or regulation or by the regulations of any relevant stock exchange or other governmental authority (provided that the Receiving party shall give written notice of such required disclosure to the other party prior to the disclosure).

Such consent to disclose Proprietary Information to employees of Receiving Party or its affiliated company ("affiliated Receiving Party") with a legitimate "need to know" and only for the purposes described in this Agreement is herewith given, but further consent shall be required for disclosure to others or authorization of use by others. For purposes of this Confidentiality Agreement, an "affiliated Receiving Party" means and includes a parent, if any, of Receiving Party and all present and future companies in which Receiving Party, or its parent, individually or collectively, directly or indirectly, through one or more intermediaries, owns or controls fifty percent (50%) or more of the outstanding stock having the right to vote for or appoint directors thereof. Prior to any use or disclosure of Proprietary Information by or to another, Receiving Party shall ensure that the recipient has entered into an agreement limiting the recipient's disclosure and use of Proprietary Information consistent with this Agreement.

3. To enable the Disclosing Party to disclose "technical data" to the Receiving Party in compliance with the requirements of the U.S. Commerce Department's Export Administrative Regulations, the Receiving Party hereby gives its assurance to the Disclosing Party that the Receiving Party will not knowingly, unless prior written authorization is obtained from the Disclosing Party and the U.S. Commerce Department, export, re-export or otherwise disclose, directly or indirectly, any "technical data" (or computer software and any related documentation) received from the Disclosing Party which is not otherwise available to the general public, nor allow the direct product thereof to be shipped directly or indirectly, to any of the countries published on the restrictive list promulgated and amended from time to time by the U.S. Department of Commerce.

Notwithstanding any other provision of this Agreement, this Paragraph 3 shall survive any termination or expiration of this Agreement.

4. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof or upon request of the Disclosing Party, the Receiving Party shall certify in writing that all

materials containing Proprietary Information (including all copies thereof) have been destroyed. The Receiving Party understands that nothing herein (a) requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed if at all solely at the option of the Disclosing Party, or (b) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed.

5. No rights or obligations other than those expressed and recited herein are to be implied from this Agreement. In particular, no licenses are hereby granted directly or indirectly under any patent, copyright, or trademark now held by or which may be obtained by, or which is licensable by Disclosing Party, including but not limited to, any license to make, use or sell any product embodying any Proprietary Information. No other existing Agreement between parties, if any, are modified or terminated by this Agreement. No warranty or representation is made by Disclosing Party hereto that any information transmitted by it hereunder is patentable or copyrightable, or that any such information involves concepts or embodiments that are free of infringement of other rights. Disclosing Party hereto confers no right to Receiving Party to use in advertising, publicity, or otherwise any trademark or trade name of Disclosing Party, nor confers any authorization to Receiving Party to act as an agent on its behalf for any purpose.

6. This Mutual Non-Disclosure Agreement shall remain in full force and effect from the effective date indicated above. Either party may terminate this Agreement by giving the other Party sixty (60) days' written notice. However the confidentiality obligations and all powers, rights and duties provided herein shall extend for a period of five (5) years following the termination of this Agreement. Neither Party shall assign this Agreement to any third party, without the prior written consent of the other Party.

7. The Parties acknowledge and agree that due to the unique nature of the Disclosing Party's Proprietary Information, money damages will not be a sufficient remedy for a breach of this Agreement. Because a violation of any of the provisions of this Agreement will likely cause irreparable loss and harm which cannot be reasonably or adequately compensated by damages in an action at law, the Disclosing Party will be entitled to specific performance and injunctive relief or other appropriate equitable relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement but will be in addition to all other remedies available at law or in equity to the Disclosing Party.

8. This Agreement shall be governed and construed in accordance with the laws of Delaware, without regard to conflicts of law principles. Any dispute, controversy and/or difference which may arise between the Parties out of or in relation to or in connection with this Agreement, or the breach thereof, which cannot be settled by amicable mutual accord without undue delay, shall be filed in the courts of Delaware.

9. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto relating to the Proprietary Information, whether written or oral, expressed or implied. The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid or enforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have respectively caused duplicates of this document to be executed on their behalf by their proper officers and employees thereunto duly authorized.

**[TPI Composites, Inc.]**

**[Insert Company]**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_