

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (this “Agreement”) is dated [DATE] and is between Franklin Electric Co., Inc. (“Franklin Electric”) an Indiana corporation having its principal place of business at 9255 Coverdale Rd., Fort Wayne, Indiana 46809, and [\_\_\_\_\_], (the “Company”) a/an [\_\_\_\_\_] corporation having its principal place of business at [\_\_\_\_\_] (each a “Party” or collectively referred to as “Parties”).

The Parties, for their mutual benefit, desire to exchange information that each considers to be confidential. A Party disclosing confidential information under this Agreement is referred to herein as a “Discloser” or “Disclosing Company” and the recipient of such confidential information is the “Recipient” or “Receiving Company.”

1. Confidential Information. As used in this Agreement, “Confidential Information” means all information relating to the Discloser’s Company that is furnished by the Disclosing Company to a Receiving Company or to which a Disclosing Company provides a Receiving Company access, in either case whether such information is furnished or made accessible in writing, orally, visually, electronically or by any other means. Any Confidential Information disclosed in tangible or electronic form, shall be marked as “Confidential” or with a similar legend by the Discloser prior to disclosure. Any Confidential Information disclosed orally or visually, shall be identified as such prior to disclosure. Notwithstanding the foregoing, the following does not constitute Confidential Information: (a) information which is or becomes generally available to the public, other than as a result of a disclosure or other act by the Receiving Company or its representatives; (b) information which can be shown by the Receiving Company to have been already known to it on a nonconfidential basis prior to being furnished with it by the Disclosing Company; and (c) information which becomes available to a Receiving Company on a nonconfidential basis from a third party provided that such third party was not subject to any prohibition against transmitting the information to the Receiving Company.

2. Nondisclosure and Nonuse. Each Recipient agrees that it and its representatives shall use the Confidential Information solely for the purpose of exploring a mutual transaction and not in any way that may be detrimental to the other party, that the Confidential Information shall be kept confidential and that it and its representatives shall not disclose any of the Confidential Information in any manner whatsoever, provided that (i) a Receiving Company may make any disclosure of such information to which the Disclosing Company gives its prior written consent and (ii) any of such information may be disclosed to a Receiving Company’s representatives who need to know such information in connection with the discussions contemplated by this Agreement and who agree to keep such information confidential, and (iii) a Receiving Company may make such disclosure as it has been advised by written opinion of its outside counsel must be made in order not to violate the law. Each Receiving Company shall be responsible for any breach of this letter agreement by any of its representatives.

3. Notice Preceding Compelled Disclosure. If a Receiving Company is requested or required to disclose any Confidential Information regarding a Disclosing Company, the Receiving Company shall promptly notify the Disclosing Company of such request or requirement, if that notification can be made without violating the terms of such compelled disclosure, so that the Disclosing Company may seek an appropriate protective order or other suitable protections.

4. No Warranty of Accuracy; No Obligation to Disclose. It is understood that neither party, nor any of their affiliates, has made any representation, warranty or guaranty to the other as to the accuracy or completeness of any of its Confidential Information. Nothing in this letter should be construed as requiring either company to disclose any Confidential Information to the other.

5. No Obligation to Agree. It is agreed that unless and until a final definitive agreement between the parties has been executed and delivered, neither party shall be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement, except for the matters expressly agreed to in this Agreement. It is acknowledged and agreed that each of the parties reserves the right, in its sole discretion, to reject any and all proposals made by the other or any of its representatives with regard to a transaction between the companies and to terminate discussions and negotiations at any time.

6. Property Right of Information. The Recipient acknowledges and agrees that the Confidential Information is the sole property of the Discloser. The Recipient shall, within ten (10) business days of its receipt of a written request from the Discloser to do so:

(a) Return to the Discloser all tangible materials containing Confidential Information provided by the Discloser; and

(b) Destroy (i) any and all copies of any Confidential Information provided by the Discloser or subsequently contained in any electronic media and (ii) any and all materials developed by the Recipient (*e.g.*, notes, reports etc.) that contain Confidential Information provided by the Discloser; and

(c) Cause an authorized officer of the Recipient to certify that the Recipient has complied with the requirements of (a) and (b) of this sentence.

Nothing in this paragraph shall prevent the Receiving Company from keeping one copy of the Disclosed Information, provided that such copy is kept under seal and only disclosed per a judicial order or official government decree.

7. Degree of Protection. The Recipient shall protect the disclosed Confidential Information by using the same degree of care as the Recipient uses to protect its own Confidential Information of a like nature, but not less than a reasonable degree of care. The Recipient shall not disclose or provide Confidential Information or any summary or derivative thereof to any third party other than to the Recipient's Representatives who are bound by an obligation to keep such information confidential consistent with this Agreement and have a need to know the Confidential Information to further the purpose(s) described in this Agreement. The Recipient shall take all necessary steps to ensure that the Confidential Information is not used or disclosed by its Representatives in violation of this Agreement. Any violation of this Agreement by the Recipient's Representatives shall be deemed a violation by the Recipient and Recipient shall be liable for any all violations of this Agreement by the Recipient's Representatives.

8. Remedies. Each Receiving Company acknowledges and agrees that the Disclosing Company may be irreparably harmed by, and that money damages may not be a sufficient remedy for, any breach of this letter agreement by the Receiving Company, and each Disclosing Company may be entitled to injunctive relief as remedies for any such breach (in addition to any other remedies available to the Disclosing Company at law or in equity).

9. Miscellaneous.

(a) Notices. Any communications between the parties hereto or notices or requests in connection with this letter agreement may be given by mailing the same, postage prepaid, or by facsimile, to each party at its address set forth above, or to such other addresses as either party may in writing hereafter indicate. Notices shall be effective only when received.

(b) Relationship, Successors and Assigns. Nothing in the Agreement or anything done by any party to the Agreement in the discharge of its obligations hereunder shall, without limitation, be deemed to appoint any party as the agent, partner, party to a joint venture, or franchisor of any other party in any sense. This Agreement inures to the benefit of and is binding on the parties hereto and their respective successors and assigns.

(c) Waiver of Breach. The waiver by a nonbreaching party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized officer of the nonbreaching party.

(d) Headings and Severability. The headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. Any provision of this Agreement that is held invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without in any manner affecting the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(e) Governing Law; Severability; Venue. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and Indiana law, the applicable provision of Indiana law shall control. If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Party or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. Franklin Electric and the Company consent to submit to the exclusive personal jurisdiction of any federal or state court sitting in Allen County, Indiana, in any action or proceeding arising out of or relating to this Agreement, and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. Franklin Electric and the Company agree not to assert in any action or proceeding arising out of or relating to this Agreement that such venue in Allen County, Indiana is improper, and waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of Franklin Electric or the Company with respect thereto.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Revised April 2014

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**FRANKLIN ELECTRIC CO, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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