



Briggs & Stratton Corporation CONFIDENTIALITY AGREEMENT

To support the evaluation of a potential project / all future projects ("Project"), the parties may share confidential and proprietary information under this Confidentiality Agreement ("Agreement").

Confidential Information: The "Disclosing Party" may provide the "Receiving Party" or the Receiving Party's directors, officers, employees, agents, or representatives (collectively, its "Representatives") with certain confidential and proprietary information about its operations or the Project (whether provided before or after the date of this Agreement, "Confidential Information"). Such information may include drawings, specifications, memoranda, operational data, photographs, models, prototypes, designs, materials, inventions, improvements, descriptions, sketches, computer firmware and software, manufacturing methods, quality control and test methods and data, costs and pricing, financial information, marketing and sales data, and product applications, including summaries, reports, and analyses derived in whole or in part from such information.

Ownership: All Confidential Information shall remain the property of the Disclosing Party, and neither the Receiving Party nor its Representatives receives any license regarding such Confidential Information under any patent, trademark, copyright, or trade secret.

Receiving Party's Affiliates: Prior to receiving the Confidential Information, the Receiving Party shall notify each of its Representatives with whom Confidential Information will be shared that the Confidential Information must remain confidential and subject to confidentiality obligations at least as restrictive as in this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by it or its Representatives.

Confidentiality: To maintain the confidentiality of the Confidential Information and Project, the Receiving Party will: (a) use the Confidential Information solely in connection with the Project; (b) provide the Confidential Information only to its Representatives who require it in connection with the Project; (c) use the same standard of care it uses to protect its own confidential information, but not less than a reasonable standard; (d) not disclose that the parties may be considering the Project; and (e) not disclose, use, publish, disseminate or otherwise share or communicate the Confidential Information to any third party; provided, however, nothing in this Agreement shall prohibit the Receiving Party from disclosing Confidential Information in any manner subject to protection under any foreign, federal, state, or local whistleblower law.

Limitation: Confidential Information does not include information which (i) becomes generally available to the public through no wrongful or negligent act of Receiving Party or its Representatives and without Receiving Party or its Representatives playing any role whatsoever in the events which led up to the Confidential Information becoming publicly known, (ii) was available to the Receiving Party or its Representatives on a non-confidential basis prior to disclosure by the Disclosing Party, (iii) becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party if the Receiving Party or such Representatives reasonably believe that source has the right to make the disclosure, or (iv) was independently developed by the Receiving Party or its Representatives without using the Confidential Information.

Confidential Techniques or Combinations: Confidential Information that is specific to the Disclosing Party's techniques, equipment, processes, products, operating conditions, etc. shall still be confidential even if that information exists in general disclosures in the public domain, or in the possession of the Receiving Party. Additionally, a combination of specific information shall still be confidential even if individual items of information are in the public domain or in the lawful possession of the Receiving Party or its Representatives, unless the combination itself and its principle of operation are in the public domain or in the lawful possession of the Receiving Party.

Required Disclosure: If a Receiving Party or a Representative is required to disclose any Confidential Information pursuant to subpoena or other validly-issued court order, the Receiving Party will provide the Disclosing Party prompt notice (if legally permitted) so the Disclosing Party may seek an appropriate protective order or consent to the disclosure in writing. If the Receiving Party or a Representative is legally compelled to



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disclose Confidential Information, the Receiving Party or such Representative will disclose only the Confidential Information that is legally required to be disclosed.

Warranty of Information: The Disclosing Party does not warrant the completeness or accuracy of any Confidential Information, except as may be stated in a written agreement to implement the Project.

Termination / Return of Information: Either party may terminate this Agreement at any time upon written notice to the other party. Upon request of the Disclosing Party, the Receiving Party will return or destroy all previously disclosed Confidential Information and any copies, and, if destroyed, will certify such destruction to the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may retain all signed copies of this Agreement and one archival copy of Confidential Information, should such retention be required to comply with applicable legal, regulatory or compliance policies or procedures and the Receiving Party shall not be required to recover and delete electronic copies saved as part of its routine system backup procedures, provided, however, that any Confidential Information so retained by Receiving Party shall continue to be subject to the terms and conditions of this Agreement. Notwithstanding termination pursuant to this section, the Receiving Party's confidentiality, non-use, and other obligations in this Agreement shall continue for the Confidentiality Term Length identified above, and any trade secret information shall remain confidential indefinitely.

Data Privacy: Each of the parties hereto acknowledges that business contact information of its employees that is shared by such party (the "provider") with the other party (the "recipient") may constitute protected personal data pursuant to the European Union General Data Protection Regulation or other applicable laws (collectively, "Privacy Laws"). The provider represents and warrants to the recipient that it has taken all actions necessary to permit the sharing thereof in accordance with applicable Privacy Laws and that use by the recipient of such information is necessary to serve the provider's legitimate interests, in furtherance of the parties' commercial relationship as described herein. The recipient of such information agrees that it will use such information solely in connection with legitimate interests of that relationship.

Entire Agreement: This Agreement is the entire agreement between the parties regarding confidentiality and use of the Confidential Information in connection with the Project and may be modified only by a writing signed by each party; provided, however, in the event that, as a condition to receiving access to information relating to the Disclosing Party, the Receiving Party is required to agree to a confidentiality undertaking (whether through a secure data site or website, a secure virtual workspace or otherwise) that is different from any of its undertakings pursuant to this Agreement, the parties agree that this Agreement shall not be amended thereby and, as between the Disclosing Party and the Receiving Party, this Agreement shall supersede any such other confidentiality undertaking. If any provision of this Agreement is deemed void, the remaining parts of this Agreement will remain in full force and effect. This Agreement does not obligate either party to enter into any further agreements or undertake the Project.

Governing Law and Venue: This Agreement shall be governed by the laws of the State of Wisconsin. For any dispute arising out of or relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in Milwaukee County, Wisconsin.