

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "**Agreement**"), effective as of this ___ day of _____, 20__ (the "**Effective Date**"), is entered into by and between GENERAC POWER SYSTEMS, INC., including its subsidiaries and affiliates, a Wisconsin corporation ("**Generac**") and _____, a _____ (the "**Recipient**") (together, the "**Parties**" and each, a "**Party**").

In contemplating entering into a business relationship (the "**Purpose**"), Generac desires to share with the Recipient certain information that is non-public, confidential, or proprietary in nature. In consideration of the terms and conditions set forth below, the Parties agree as follows:

1. Confidential Information. "**Confidential Information**" means all non-public, confidential, or proprietary information disclosed before, on, or after the Effective Date, by Generac to the Recipient or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "**Representatives**"), regardless of form, and whether or not marked or designated as "confidential", including, but not limited to, equipment, software, designs, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers and contracts, inventions, applications, methodologies and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to Generac. Confidential Information excludes information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' breach of this Agreement; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Recipient establishes, by documentary evidence, was in Recipient's or its Representatives' possession prior to Generac's disclosure pursuant to this Agreement; or (d) Recipient establishes, by documentary evidence, was or is independently developed by Recipient or its Representatives without using any Confidential Information. Confidential Information also includes: (x) Trade Secrets (defined below); and (y) the existence or terms of this Agreement or that the Parties have entered into discussions with respect to the Purpose. "**Trade Secrets**" means any information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable by proper means by other persons.

2. Recipient Obligations. The Recipient shall: (a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a reasonable degree of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose or any related transactions between the Parties; (c) not decompile, disassemble or reverse engineer Confidential Information; (d) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who: (i) need access to such Confidential Information for the Purpose; (ii) are informed of its confidential nature; and (iii) are bound by confidentiality obligations no less protective than contained in this Agreement. Either Party may at any time, at its sole discretion, with or without cause, terminate discussions and negotiations with the other Party in connection with the Purpose or otherwise.

3. Required Disclosure. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall notify Generac of such requirements so that Generac may seek, at its expense, a protective order or other remedy, and Recipient shall reasonably assist Generac therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at Generac's written request, the Recipient and its Representatives shall promptly return to Generac all copies of its Confidential Information, and any notes created from such Confidential Information, or destroy all such copies and notes certifying in writing to Generac that such Confidential Information has been destroyed.

5. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall remain in effect for (2) years unless: (a) terminated earlier by either Party by providing written notice to the other Party; or (b) the Parties agree in writing to extend the term of this Agreement. The Recipient's obligations of confidentiality and non-disclosure shall survive the expiration or termination of this Agreement for a period of three (3) years.

6. No Representations or Warranties. Neither Generac nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient and shall not be liable to the Recipient or any of its Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors or omissions contained in such Confidential Information.

7. No Transfer of Rights, Title, or Interest. Generac retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

8. Remedies. Recipient acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Agreement by it or its Representatives. Therefore, in addition to all other remedies available at law, Generac is entitled to seek specific performance, injunctive and other equitable relief as a remedy for any such breach or threatened breach.

9. Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to its conflicts of law principles. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Milwaukee County, Wisconsin. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. Notices. All notices must be in writing and addressed to the relevant Party at its address set forth below (or to such other address a Party specifies in accordance with this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective upon actual receipt.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties.

12. Securities Laws. The Recipient is aware, and shall advise its Representatives of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person that has received material, non-public information from the issuer of such securities and regarding the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information. In particular, any such persons who come into possession of material, non-public information shall keep such information confidential and not trade upon it.

13. Miscellaneous. If any term or provision of this Agreement is held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other term or provision of this Agreement. Neither Party may assign any of its rights or delegate any of its obligations in this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. No failure, whether in whole or in part, to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver. Any waiver must be in writing, will be limited to its terms and will not constitute waiver of any other provision or breach of this Agreement. In any action or proceeding brought to enforce any provision of this Agreement, the successful party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorneys' fees in addition to any other available remedy. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. A signed copy of this Agreement delivered by electronic transmission has the same legal effect as delivery of an original signed copy of this Agreement.

The Parties hereby agree as of the Effective Date.

GENERAC POWER SYSTEMS, INC.

By _____

Title: _____

S45 W29290 Hwy. 59

Waukesha, WI 53189

Phone: (262) 544-4811

By _____

Title: _____

Phone: _____