



**BWXT Technical Services Group, Inc.
TEMPORARY PERSONNEL**

CONFIDENTIAL INFORMATION, PATENT ASSIGNMENT, AND CONFLICT OF INTEREST AGREEMENT

In consideration of my assignment by my Employer, Main Sail (herein "Employer"), to work as a temporary personnel of said Employer at the facilities of BWXT Technical Services, Inc., its parent, subsidiaries, affiliates, successors or assigns (herein "BWXT" or the "Company"), I agree as follows:

1. Upon assignment, BWXT will make available to me that Confidential Information of the Company which will enable me to optimize the performance of my duties to the Company. In exchange, I agree to use such Confidential Information solely for the Company's benefit. Notwithstanding the preceding sentence, I agree that upon the termination of my assignment with the Company, the Company shall have no obligation to provide or otherwise make available to me any of its Confidential Information. I understand that for the purposes of this Agreement, "Confidential Information" includes any scientific, technical, or non-technical information or material which gives the Company an advantage over others who do not know it relating in any way to the business of the Company. Confidential Information thus includes, but is not limited to, any scientific, technical or non-technical information, materials, data, research, development, design, process, manufacture, procedure, formula, testing, improvements, operations, drawings, software, engineering techniques, inventions, hardware configuration and information related to the sale of products or services; the Company's patent position, trade secrets or know-how; costs; profits; investments, planning, markets, and other financial or business information including listings of names, addresses, or telephone numbers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during my temporary assignment); experience with new ventures or products or product plans, and whether or not any such Confidential Information was disclosed to me by the Company either directly or indirectly in writing, orally or by drawings, or by observation of parts or equipment or the Company's operations. Confidential Information may be in written, electronic, visual, oral or other form. I further agree that at all times during my temporary assignment with the Company and thereafter to hold any Confidential Information of the Company in strictest confidence, and not to use, except for the exclusive benefit of the Company, or to disclose to anyone within the Company who does not have a need-to-know or to any person, firm, or corporation without written authorization of the Company, any such Confidential Information of the Company, nor will I disclose any information or material obtained from any third party, such as but not limited to, a customer of BWXT or as a result of or incidental to any work done by me for such third party, either during or after my temporary assignment, except with BWXT's written permission. I further agree that upon termination of my assignment at BWXT's facilities, I will surrender to and leave with the Company (and will not keep in my possession, recreate, or deliver to anyone else) all records, documents, and drawings (whether in written or electronic form) and all Confidential Information, including copies thereof, whether prepared or developed by me or others pursuant to my assignment at BWXT. Further, I agree that all other property of whatsoever kind or nature belonging to the Company shall also be left with the Company.
2. I understand that under the federal Defend Trade Secrets Act of 2016 ("DTSA") an employee or



contractor may disclose a Company's trade secrets in confidence, either directly or indirectly, to a Federal, State, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I additionally understand the DTSA provides that an employee or contractor who files a retaliation lawsuit for reporting a suspected violation of law may disclose related trade secrets to one's attorney and use such information in related court proceedings, as long as the individual files documents containing the trade secrets under seal and does not otherwise disclose the trade secrets except pursuant to court order.

3. I understand that nothing herein prohibits an employee or contractor from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employees and contractors do not need the prior authorization of the Company to make any such reports or disclosures and are not required to notify the Company of such reports or disclosures.
4. I shall disclose promptly in writing to the Company any and all inventions, patents, original works of authorship, business methods, software, mask works, copyrights, developments, concepts, improvements, designs, discoveries, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright, or similar laws ("Intellectual Property"), which I may make, conceive, or reduce to practice, either solely or jointly with others:
 - (a)
 - (i) during my temporary assignment at BWXT's facilities; or
 - (ii) within one year after termination of my assignment, if based on or related to Confidential Information of BWXT or a BWXT customer; and
 - (b) which relate to the Company's operations, processes, products, activities, or business or that of the Company's customers; or (b) was made, conceived, or reduced to practice with the use of the Company's time, material, or facilities.
5. I agree that in connection with any invention covered by Paragraph 4, I will, on request of BWXT, promptly execute a specific assignment of title to BWXT, and do hereby assign to BWXT the entire right, title and interest in and to any and all such Intellectual Property and anything else reasonably necessary or requested to enable BWXT to procure, secure, maintain or enforce a patent or any other Intellectual Property, therefore in the United States and in foreign countries or jurisdictions.
6. During the period of my temporary assignment, I will not engage in the same or similar line of business or research as that carried on by the Company, or directly or indirectly, serve, advise, or be employed by any individual, firm, or company engaged in the same or similar line of business or research as that carried on by the Company. I will not engage in any activity whatsoever which will involve a conflict of interest or interfere with my working time during my assignment with the Company.



7. Except as set forth below, I have no agreements with, or obligations to, others in conflict with the foregoing, and I do not own or have an interest in any patent application or unpatented invention.

8.
 - (a) Except as set forth below, I am not a promoter, substantial stockholder, director, employee, or officer of or consultant to a business organized for profit, nor will I become a promoter, substantial stockholder, director, employee, or officer of or consultant to such a business while employed by Employer and assigned to BWXT without first obtaining the prior written approval of the BWXT the Director of Compliance. Should I become a promoter, substantial stockholder, director, employee, or officer of or consultant to a business organization for profit upon obtaining such prior written approval, I understand that I have a continuing obligation to advise BWXT and Employer at such time as any activity of either BWXT or such other business presents me with a conflict of interest, as defined by BWXT Policy No. 0200-05 (attached hereto as Exhibit A), as an employee of Employer temporarily assigned to BWXT.

 - (b) Should any matter or dealings in which I am now involved or hereafter become involved, on my own behalf or as an employee of Employer temporarily assigned to BWXT, appear to present a possible conflict of interest under BWXT Policy No. 0200-05 or a Company policy then in effect, I will promptly disclose the facts to Employer and BWXT so that a determination can be made as to whether a conflict of interest does exist. I will take whatever action is requested of me by BWXT to resolve any conflict, which it finds to exist.

9. To the extent permissible under applicable law, this Agreement shall inure to the benefits of and be binding upon the heirs, personal representatives, successors, and assigns of BWXT.

10. Any prior agreements, discussions, negotiations, and understandings between me and BWXT relating to the subject matter of this Agreement are hereby superseded.

11. **Code of Business Conduct**
As personnel temporarily assigned to BWXT, I agree to comply with the business ethics and compliance program as set forth in the BWXT Code of Business Conduct (attached hereto as Exhibit B). If BWXT reasonably suspects a breach of its business ethics and compliance program, it reserves the right to launch an investigation to determine whether a breach has occurred. If the investigation confirms that a breach has occurred, BWXT reserves the right to terminate my assignment immediately without notice or liability.

Date _____
(To be completed by temporary personnel)

(Temporary personnel signature)

Witness _____

(Name and Title)



Information Requested by Paragraphs 7 and 8

List here any items which are exceptions under Paragraphs 7 (agreements with or obligations to others and patent applications or unpatented inventions) and 8 (outside interests, possible conflicts of interest) of the Agreement.



Attachment 4

COMPLIANCE WITH BWXT POLICIES AND PROCEDURES

COMPANY POLICY-PROTECTING COMPANY PROPRIETARY INFORMATION

I acknowledge that I have received a copy of the BWXT policy #0800-06, Protection of Company Proprietary Information (attached hereto as Exhibit C) and that I have read, understand and will abide by the policy contained therein.

Signature_____

Date_____

POLICY & PROCEDURE-USE OF COMPANY COMMUNICATION AND INFORMATION SYSTEMS

I acknowledge that I have received a copy of the BWXT policy #0901-01, Acceptable Use of Company Communication and Information Systems (attached hereto as Exhibit D) and that I have read, understand and will abide by the policy contained therein.

Signature_____

Date_____

POLICY & PROCEDURE-DISCRIMINATION AND HARASSMENT

I acknowledge that I have received a copy of the BWXT policy and procedure #1402-03 prohibiting discrimination, harassment and sexual harassment, and retaliation (attached hereto as Exhibit E), and that I have read, understand and will abide by the policy and reporting procedures contained therein.

Signature_____

Date_____



Attachment 5

ACKNOWLEDGEMENT OF BENEFITS AND EMPLOYMENT STATUS, AGREEMENT AND CONSENT

I, _____, having read the same, and having addressed any questions regarding the same, do hereby voluntarily, and with the intent to be legally bound, execute this Acknowledgement of Benefits and Employment Status, Agreement and Consent (“Acknowledgement /Agreement/Consent”).

1. I have been advised, and hereby acknowledge and agree that, during the period that I am serving as “Temporary Personnel” of BWXT Technical Services, Inc. its parent, subsidiaries, affiliates, successors or assigns (herein “BWXT” or the “Company”), I shall remain an employee of Main Sail or any one or more of its subsidiary companies (together, hereinafter, the “Agency”) for purposes of any and all wages, salaries and benefits (including, without limitation, paid absences, bonuses, medical and dental care, life and disability insurance, severance, retirement, and any statutory-mandated benefits) (hereinafter referred to as the “Compensation”); it being further acknowledged and agreed that my receipt of and/or any right to any benefits is a matter exclusively between myself and the Agency. Accordingly, I acknowledge and agree that the Agency is solely and exclusively responsible for the payment or provision of the Compensation and that I have no legal recourse or rights against BWXT for any Compensation.
2. For all matters, I further acknowledge and agree that my sole and exclusive employer is the Agency.
3. In the event I suffer any injury or illness during the course and scope of my assignment as Temporary Personnel for BWXT, I acknowledge and agree that my sole recourse shall be pursuant to the workers’ compensation laws applicable within the jurisdiction in which I am deemed to be employed by the Agency. This means that if I am injured during the course of performance of functions for BWXT, my recovery will be limited to recovery under the worker’s compensation system for the applicable jurisdiction and I will not be entitled to sue BWXT.
4. I agree that the Compensation received from the Agency as a consequence of my assignment as Temporary Personnel for BWXT is sufficient consideration for this Acknowledgment/Agreement/Consent. I understand that I may not commence my assignment at BWXT without agreeing to and signing this Acknowledgment/Agreement/Consent.

By my signature below, I am indicating that I have read, fully understand this Acknowledgment/Agreement/Consent and, where noted, willingly provide my agreement or consent.

Signature of Temporary Personnel

Date