

## **"Build it the GREEN Way"**

### *Confidentiality and Non-disclosure Agreement*

In order to provide a price quotation and other information to you, we require your agreement with the Confidentiality Non-disclosure Agreement below. Clicking on the "I Agree" button does not obligate you to buy anything. The purpose of this Agreement is solely to protect certain proprietary information regarding ACTech' Panel materials packages. We will not disclose your private information to any outside parties.

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## **Visitor Confidentiality and Non-Disclosure Agreement**

### **Recitals**

The Company (hereinafter referred to as 'the Company') and the Visitor desire to explore a possible business relationship which may involve the disclosure to the Visitor of information regarding the Company and its business, including the whole or a portion of the knowledge or know-how regarding the specifications, quoting methods, pricing, customer and vendor relationships, standards, processes, any literature and operating procedures of the Company, which is proprietary to the Company (the 'Company Confidential Information'), and disclosure to the Company of the whole or a portion of the knowledge or know-how regarding the specifications, methods, standards, processes, and operating procedures of Visitor including but not limited to strategies and plans regarding the possible business relationship hereinafter referred to as the 'Company and Visitor Confidential Information'). The Company Confidential Information and Visitor Confidential Information shall be deemed to include the existence of this Agreement and any and all discussions and correspondence regarding the possible business relationship.

Each of the parties acknowledge that the other party's Confidential Information is valuable to such party and desires to enter into this Agreement in consideration of the agreement by such party to provide its Confidential Information in connection with or in anticipation of the business relationship between the parties.

### **Covenants**

In consideration of these undertakings and the commitments of each party to the other, the parties agree as follows:

#### **1. Confidential Information.**

(a) Visitor shall not, and agrees to cause its Affiliates (as defined below) not to, use for personal benefit, disclose, communicate or divulge, or use for the direct or indirect benefit of any other person, firm, association, partnership, corporation or other entity the Company Confidential Information. All Company Confidential Information shall be the sole property of the Company, and Visitor hereby assigns to Company any rights Visitor may acquire (by whatever means) in such Company Confidential Information. Visitor agrees that no Company Confidential Information shall be used by Visitor or its Affiliates in any manner competitive with the business of the Company or its Affiliates, including any unauthorized use of its literature and/or disclosure of any pricing information or raw material sourcing information. Visitor and its Affiliates agree that it shall have liability to the Company resulting from the unauthorized use of the Company Confidential Information by Visitor.

(b) Company shall not and agrees not to use for personal benefit, disclose, communicate or divulge, or use for the direct or indirect benefit of any other person, firm, association, partnership, corporation or other entity (other than Visitor) the Visitor Confidential Information. All Visitor Confidential Information shall not be used by Company in any manner competitive with the business

of Visitor or its Affiliates. Company agrees that neither Visitor nor its Affiliates shall have any liability to Company resulting from the unauthorized use of the Visitor Confidential Information.

(c) Each party agrees that it shall treat the other party's Confidential Information with the same degree of care and security as it treats its own Confidential Information and in no event shall such care and security be less than a reasonable standard.

(d) Neither Company nor Visitor is making any representation or warranty as to the accuracy or completeness of its Confidential Information or any other written or oral communications submitted or made available to the other party, and expressly disclaims any and all liability based on its Confidential Information or on omissions therefrom. Only those particular representations and warranties which may be made in a definitive written agreement for the possible business relationship between Visitor and Company, when, as, and if one is executed, and subject to such limitations and restrictions as may be specified in such agreement, shall have legal effect.

(e) Each party also agrees to limit disclosure of and access to the other party's Confidential Information to only those employees and representative who are required to have access to such Confidential Information for the purpose of evaluating the possible business relationship and who are, prior to such disclosure or access to the other party's Confidential Information, informed of the confidential nature of the other party's Confidential Information.

(f) Visitor is expressly restricted from: (1) any use of the technology, any Company Product, any Company information or any Company literature for any purpose, other than its specified and/or intended use, including testing, or evaluation purposes; (2) modifying the technology, Products or literature in any way without expressed written consent of the Company; (3) attempts to reverse engineer the technology or Products; (4) attempting to circumvent or challenge Company patents and (5) the development or collaboration of a structural insulated panel product designed to compete directly against any Company product in the market place; (6) disclosing of any Company pricing, costing or raw material sourcing information.

## **2. Exceptions.**

(a) Notwithstanding the prohibitions in Section 1 above, each party's obligation to maintain the confidentiality of the disclosing party's Confidential Information shall not include the following: (i) information as was known by the receiving party prior to disclosure by the disclosing party as evidenced by the written records of the receiving party prepared in the ordinary course of business prior to the date of disclosure; (ii) information disclosed to the receiving party by a third party, unless the third party was not in rightful possession of such information; or (iii) information generally known in the pertinent trade.

(b) In the event that the receiving party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil injunctive demand, or other similar process) to disclose any of the disclosing party's Confidential Information, the receiving party shall provide the disclosing party with prompt written notice of any such request or requirement so that the disclosing party may seek a protective order or appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the recipient of a waiver by the disclosing party, the receiving party shall be legally compelled to disclose the disclosing party's Confidential Information to any tribunal, the receiving party may, without liability hereunder, disclose to such tribunal, that portion of the disclosing party's Confidential Information which is legally required to be disclosed.

## **3. Survival.**

The parties acknowledge that the execution of this Agreement does not guarantee that the parties will enter into or remain in a business relationship. Each party agrees to act in good faith regarding the due diligence activities and negotiations in connection with such possible business relationship. Each party agrees to be bound by the terms of this Agreement by a period of ten (10) years,

regardless of whether the parties enter into or remain in a business relationship. Each party agrees to return copies of any and all of the other party's Confidential Information, and all analysis, compilations, studies, notes or other documents (including electronic media) to the extent containing such Confidential Information, to the other party promptly upon the first to occur of the following: (a) the written request of the other party, or (b) the termination of negotiations with respect to the possible business relationship between the parties.

#### **4. Injunctive Relief.**

Any breach of the provision of this Agreement shall cause irreparable harm to the non-breaching party and therefore, in the event of a breach of the provision of this Agreement, the non-breaching party shall be entitled to an injunction restraining the breaching party from disclosing or appropriating in whole or in part, the non-breaching party's Confidential Information, or from rendering any services to any person, firm, association, partnership, corporation, or other entity to whom such Confidential Information, in whole or in part, has been disclosed or is threatened to be used. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages and the costs incurred by the non-breaching party to enforce the terms of this Agreement, including its reasonable attorneys' fees.

#### **5. Governing Law.**

This Agreement shall be governed by the laws of the State of Florida (the state of Company's principal place of business), applicable to contracts made and to be performed therein, without regard to the conflict of law principles thereof.

#### **6. Invalidity.**

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of the Agreement.

#### **7. Definition of Affiliate.**

As used in this Agreement, the term 'Affiliate' means, with respect to a specified person or entity, any other person or entity which directly, or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the person or entity specified, including but not limited to agents, employees and representatives.

#### **8. Entire Agreement.**

The Agreement contains the entire understanding by and between the parties hereto respecting the subject matter hereof, and supersedes any and all prior understandings or oral or written agreements between the parties respecting such subject matter.

#### **9. Assignment; Binding Effect.**

This Agreement shall not be assigned by either party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and legal representatives.

**10.** Each of the Parties agrees that each will not knowingly, directly or indirectly, in any individual or representative capacity whatsoever, make any statement, oral or written, or perform any act or omission which is or could be detrimental in any material respect to the reputation or goodwill of any Party or any other person or entity released herein, except as may be required by law, court order, government agency request or subpoena, or to defend itself in connection with a legal proceeding. Each of the Parties in connection with any lawsuit or proceeding of any kind brought or asserted by any person or entity against a Party or any other person or entity released herein.

## **11. Non-Circumvention.**

The Parties shall respect the integrity and tangible value of any professional contact(s) introduced by one Party to the other. These contacts shall be considered the property of the introducing Party ('the Presentor'), and shall not be accessed without the written authorization of the first Party to do so. The receiving Party ('the Presentee') agrees not to contact at any time for any purpose, either directly or indirectly, the professional opportunity ('the Customer'), its officers, directors, shareholders, consultants, attorneys, employees, agents, third parties, or other affiliates of the Customer. Presentee further agrees not to undertake any transaction or series of transactions of any kind with the Customer or to collect any fees in connection with the Customer without the expressed written consent of the Presentor. Said consent may be withheld by the Presentor at its sole discretion.

The initial contact process shall be respected and honored by the Parties at all times, and no attempt or hint of circumvention shall be permitted. Each of the Parties, named above, accept and understand that any overt or covert action of circumvention of the respected process shall constitute a serious and grievous trespass of trust and of legality, and will be subject to judicial action, recompense and possible punitive damages as may be awarded by the legal process.

The Parties acknowledge that each has business relationships with other suppliers, manufacturers, and other related industry expertise, which may be involved in the opportunity presented. The Parties agree not to pursue or conduct any business whatsoever, directly or through any intermediary, with any introduced business contact formally introduced by one Party to the other, except with the participation of each on terms satisfactory to it.

Each Party agrees that it will not solicit, hire, retain or engage any employee(s) of the other Party, except as may be permitted under such employees' agreements with the other Party.

## **12. Time Validity.**

The terms of this Agreement shall commence upon full execution of this document and shall remain in effect for a period of Ten (10) full years thereafter, at which time all exchanged proprietary Information shall be returned if requested in writing by either Party, and if no further business arrangement has been entered into between the Parties. This Ten (10) year term shall exist on a worldwide basis.

## **13. Legal and Binding Agreement; Successors and Assigns; Survival.**

This Agreement, including but not limited to the non-circumvention and non-solicitation provisions of paragraphs 1 and 2, shall be binding on the parties and their respective shareholders, directors, officers, employees, affiliates, advisors, agents, representatives, partners, associates, affiliates, successors and assigns. This Agreement shall inure to the benefit of the respective parties and their successors and assigns. This Agreement, including but not limited to the non-circumvention and non-solicitation provisions of paragraphs 1 and 2, shall survive for a period of ten (10) years following the termination of the business relationship between the parties. This Ten (10) year term shall exist on a worldwide basis.

## **14. Arbitration.**

Each attempt shall be made to resolve the disputes arising from the intended or inadvertent violation of this Agreement, as soon as possible. In the event that adjudication is required, local legal process shall be brought before the recognized courts of the State of Florida, USA.