NON-DISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENT AGREEMENT

This is an Agreement made this date of ___/___/2017 between

Solar Direct, LLC (aka Solar Direct, Inc, Solar Direct, UBTO, Solar-to-Scale, Solar Buyers Club, Green Kubera, LLC) with offices at: 6935 15th Street East, Suite 120, Sarasota Florida 34243 USA

And

[Name, address, phone]

In THIS AGREEMENT, the term **Affiliates** is defined as: in the case of a business entity its officers, directors, employees, divisions, subsidiaries, consultants, associated entities, business partners, customers, clients and any other business entity in which the business entity owns five percent (5%) or more of the outstanding equity interest.

"Disclosing Party" and "Receiving Party" shall include each party's Affiliates, and the rights and obligations of the parties hereto therefore also shall inure to such Affiliates and may be enforced directly by or against such Affiliates.

Any party in this agreement may be the “Receiving Party” and/or the “Disclosing Party”, as each party will share confidential information with one or more of the parties.

As an express condition to each party disclosing Confidential Information to the other party and in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Non-Disclosure**. The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information (as defined in Section 2) in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to evaluate the possible business transaction with the party disclosing such Confidential Information (the "Disclosing Party"), and who have signed agreements that obligate them to treat Confidential Information as required under THIS AGREEMENT. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate a possible business transaction between the parties. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

2. **Confidential Information**. "Confidential Information" in THIS AGREEMENT means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's Affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party. "Confidential Information" includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) business plants, financial sheets, business development plans, plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

3. **No Obligation of Confidentiality**. The obligation of confidentiality shall not apply with respect to any particular portion of information if:

a. it is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or

b. it entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or

Within ten (10) days following a request from the Disclosing Party, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

4. **Use of Information by Receiving Party**. The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating the possibility of a future collaboration between the parties and in connection with such future collaboration, if any, like, but not restricted to, designing, producing and selling products to the Disclosing Party. The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality, non-disclosure and non-circumvention hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including any Affiliates, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder. The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

Receiving Party initials _____

5. Ownership of the Information. Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with THIS AGREEMENT.

The Receiving Party recognizes that all rights of concept or idea, in relation to patent but not limited to patent only, disclosed by the Disclosing Party belong to the Disclosing Party.

Free assignment. If the Receiving Party applies patent, it will assign the patent application or patent to the Disclosing Party for free.

6 Non-Circumvention. Receiving Party, for itself and its Affiliates as defined above, represents and warrants that it will not conduct any form of business, negotiations or participate in any transactions with any sources or contacts, or said source's or contact's Affiliates, that are originally made known and/or available by Disclosing Party hereto, at any time or in any manner, without the express written permission of the Disclosing Party who made the source(s) known and/or available.

Receiving Party, for itself and its Affiliates as defined above, will not produce and/or copy and/or commercialize in any form, neither partially nor by third party, for its own interest and/or third party interest, the product that is object of the present contract and whole reserved information received.

7. Remedies. The Receiving Party recognizes that its violation of THIS AGREEMENT could cause the Disclosing Party irreparable harm and significant injury. Therefore, the Receiving Party agrees that the Disclosing Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of THIS AGREEMENT and for any other relief the Disclosing Party deems appropriate. This right shall be in addition to any other remedy available to the Disclosing Party in law or equity.

8. Survival. Each party's duty of confidentiality under THIS AGREEMENT regarding the Confidential Information shall survive the termination of THIS AGREEMENT. Upon execution of THIS AGREEMENT by signature below, the Receiving Party, for itself and its Affiliates, agrees that it is bound by the terms of THIS AGREEMENT for a period of ten (10) years since the date of signature of THIS AGREEMENT.

9. General. THIS AGREEMENT shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of THIS AGREEMENT shall not constitute a waiver of any term hereof. THIS AGREEMENT supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter, and may be modified only in writing signed by the parties. THIS AGREEMENT contains the entire agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of *Verona in Italy* without giving effects to the conflicts of law principles hereof.

A facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument.

Receiving Party initials _____

By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

ACCEPTED AND AGREED:

_____
Company

_____
(Printed Name)

_____
(Authorized Signature)

_____
(Title)

Solar Direct

Kirk Maust_____
(Printed Name)

_____
(Authorized Signature)

CEO_____
(Title)

NOTE: please include copy of identification document of authorized person signing