

- Non-Disclosure & Confidentiality Agreement

Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (the 'Agreement') dated this _____ day of _____, _____ BETWEEN: **Home Energy Americas, LLC** OF THE FIRST PART AND _____, an officer, or legal representative of _____, (the 'Purchaser') OF THE SECOND PART

Background:

1. The Seller and the Purchaser are contemplating a possible transaction (the 'Transaction') with respect to Home Energy products and Services. Home Energy Americas, LLC being the "exclusive" dealer of Home Energy products (Home Energy International B.V. of the Netherlands) in territory within which the party OF THE SECOND PART (the 'Purchaser') wishes to do business.
2. In connection with the Transaction (the 'Permitted Purpose'), the Purchaser has requested certain confidential information (the 'Confidential Information') regarding Home Energy products.

IN CONSIDERATION OF and as a condition of the Seller providing the Confidential Information to the Purchaser in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Seller to the Purchaser under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Purchaser. Confidential Information will not include information that:
 - 1.) is generally known in the industry of the Seller of Home Energy products;
 - 2.) is now or subsequently becomes generally available to the public through no wrongful act of the Purchaser;
 - 3.) the Purchaser rightfully had in its possession prior to receiving the Confidential Information from the Seller;
 - 4.) is independently created by the Purchaser without direct or indirect use of the Confidential Information.
 - 5.) the Purchaser rightfully obtains from a third party who has the right to transfer or disclose it.

Confidential Obligations

2. Except as otherwise provided in this Agreement, the Purchaser must keep the Confidential Information confidential.
3. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Seller; and will only be used by the Purchaser for the Permitted Purpose. The Purchaser will not use the Confidential Information for any purpose which might be directly or indirectly detrimental to the Seller or any of its affiliates or subsidiaries.
4. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Purchaser in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of 1 year from the date of such expiration or termination.
5. The Purchaser may disclose any of the Confidential Information:
 - 1.) to such of its employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
 1. the Purchaser has informed such personnel of the confidential nature of the Confidential Information;
 2. such personnel agree to be legally bound to the same burdens of confidentiality and non use as the Purchaser;
 3. the Purchaser agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 4. the Purchaser agrees to be responsible for and indemnify the Seller for any breach of this Agreement by its personnel.
 - 2.) to a third party where the Seller has consented in writing to such disclosure; and
 - 3.) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
6. The Purchaser agrees to retain all Confidential Information at his usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

Ownership and Title

7. Nothing contained in this Agreement will grant to or create in the Purchaser, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Seller or Home Energy International B.V.

Remedies

8. The Purchaser agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Seller. Accordingly, the Purchaser agrees that the

Seller is entitled to, in addition to all other rights and remedies available to it at law or in equity, to an injunction restraining the Purchaser, any of its personnel, and any agents of the Purchaser, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

9. The Purchaser will keep track of all Confidential Information provided to it and the location of such information. The Seller may at any time request the return of all Confidential Information from the Purchaser. Upon the request of the Seller, or in the event that the Purchaser ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, as the case may be, the Purchaser will:
 - 1.) return all Confidential Information to the Seller and will not retain any copies of this information;
 - 2.) destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Purchaser's review of the confidential information; and
 - 3.) will provide a certificate to the Seller that such materials have been destroyed or returned, as the case may be.

Notices

10. In the event that the Purchaser is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Purchaser will give to the Seller prompt written notice of such request so the Seller may seek an appropriate remedy or alternatively to waive the Purchaser's compliance with the provisions of this Agreement in regards to the request.
11. If the Purchaser loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Purchaser will immediately notify the Seller and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
12. Any notices or delivery required in this Agreement will be deemed completed when hand delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
13. The address for any notice to be delivered to any of the parties to this Agreement is as follows: Home Energy Americas, LLC, 3001 S. Central Expy, Suite 301-104, McKinney, TX 75070

Representations

14. In providing the Confidential Information, the Seller makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Termination

15. Either party may terminate this Agreement by providing written notice to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

16. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

17. This Agreement may only be amended or modified by a written instrument executed by both the Seller and the Purchaser.

Governing Law

18. This Agreement will be construed in accordance with and governed by the laws of the State of Texas.

Additional Provisions

19. Company return policy applies to all end users.
20. All Image and content at www.homeenergyamericas.com website and any of its pages and affiliated links may not be copied or used for any reason.
21. The distributor and/or dealer installer agrees to use its' own content and images.
22. Restrictions.

To the maximum extent allowable under applicable law, you agree not to publish, re publish, lend, license, give away, look at the software source code, modify the software source code, post to an Internet web site, or use in an automated system any of the Site Material, nor will you allow or assist a third party to do so without expressed written consent of Home Energy Americas, LLC.

Ownership of Intellectual Property:

Home Energy Americas, LLC DOES NOT TRANSFER to you title to any tangible copy, or original, of the products and services or any other Site Material. All ownership and copyright in the Site Material belong solely to Home Energy. Not to reduce or restrict any other penalties allowable under applicable law, you agree that to the extent allowable under applicable law any automated system using any of the Site Materials will be the property of Home Energy Americas, LLC and/or Home Energy International B.V.

Client Privacy

Home Energy Americas, LLC does not share customer information of any kind with anyone. We will not sell or rent your name or personal information to any third party. We DO NOT sell, rent or provide outside access to our mailing list. Home Energy Americas, LLC only collects such personal information that is necessary for you to access and use our services. This personal information includes, but is not limited to,

first and last name, physical address, zip code, email address, phone number, birth date, credit card information.

23. Home Energy Americas, LLC may release personal information if Home Energy Americas, LLC is required to by law, search warrant, subpoena, court order or fraud investigation. We may also use personal information in a manner that does not identify you specifically nor allow you to be contacted but does identify certain criteria about our Site's users in general (such as we may inform third parties about the number of registered wholesalers, number of unique visitors, and the pages most frequently browsed).

Maximum Liability

Except as specified in these Terms, the maximum liability of Home Energy Americas, LLC is the amount paid to Home Energy Americas, LLC by the customer. The Terms take precedence over any conflicting material on the Site.

Indemnification

24. The user agrees to indemnify and hold Home Energy Americas, LLC, its directors, officers and employees, harmless from any claim, demand, or damage, including legal fees, asserted by any third party due to or arising out of the user's use of or conduct on the Site.

Enforcement

If any part of the Terms or the Site's Disclaimer cannot be enforced for any reason, this decision will not affect the validity of the remainder of the Terms and Disclaimer which will continue to be in full force and effect.

Governing Law

The Terms are governed by the laws of the State of Texas. You consent to the exclusive jurisdiction of the courts of the State of Texas.

General Provisions

25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

26. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

27. The Purchaser is liable for all cost, expenses and expenditures including, and without limitation, he complete legal costs incurred by the Seller in enforcing this Agreement as a result of any default of this Agreement by the Purchaser.

28. The Seller and the Purchaser acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the Purchaser's intention to give the Seller the broadest possible protection to maintain the confidentiality of the Confidential Information.
29. No failure or delay by the Seller in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
30. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Seller and the Purchaser.
31. This Agreement may be executed in counterparts.
32. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

Name: _____

Company: _____

Date: _____

Signature: _____