

Non-Disclosure, Non-Circumvention & Non-Compete Agreement

This Non-Disclosure, Non-Circumvention and Non-Compete Agreement is effective as of _____ (the “Effective Date”) by and between:

“Recipient”

“Disclosing Party”

Tech Box 21 LLC dba The Property Energizer
5295 Hollister Rd Suite 114
Houston, TX 77040

1. Purpose

The parties to this Agreement desire to engage in discussions regarding present and/or potential future business opportunities. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, trade secrets, business entity formation and structuring, and tax planning. In connection with these discussions, it may be necessary and/or desirable for the Disclosing Party to provide the Recipient with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Disclosing Party (collectively the "Confidential Information"). Therefore, the Recipient, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. The Disclosing Party believes, and the Recipient hereby agrees, that the Disclosing Party's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Recipient's willingness to engage in the contemplated business discussions and planning. The Recipient agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

2. Non-Circumvention

The Recipient hereby agrees for itself, its officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, initiate contact, deal or attempt to do business with or otherwise become involved with any officers, directors, shareholders, consultants, attorneys, employees, owners, brokers, agents or other affiliates of the business opportunity, or otherwise referred by the Disclosing Party to the Recipient for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party; such approval will be specifically granted in written form by the Disclosing Party on a case-by-case basis. If such circumvention shall occur, the Disclosing Party shall be entitled to any profits, fees or commissions due pursuant to this Agreement or relating to such transaction.

3. Mutual Protection of Trade Secrets.

All information that is exchanged or becomes known through the course of the business transaction between the Disclosing Party and Recipient shall be deemed trade secrets. Trade secrets can include, but are not limited to, prepared information packages, financials, related documents, names of potential acquisitions, intermediaries, contacts and deal sources; deal structures and financial considerations. Recipient and Disclosing Party agree to preserve and protect the confidentiality of such information and shall not disclose this information without written permission from the other.

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4. Confidential Information

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Disclosing Party to the Recipient orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the Disclosing Party, and information relating to transactional procedures.

5. Obligation of Confidentiality

The Recipient agrees that when receipt of any Confidential Information has occurred:

- a. The Recipient shall not disclose or communicate Confidential Information to any third party, except as herein provided. Recipient shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Recipient uses for its most crucial proprietary and trade secret information.
- b. Recipient shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- c. The Disclosing Party shall permit access to its Confidential Information to the Recipient 's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of the Recipient evaluating, contemplating, recommending, or engaging in any program or service offered by the Disclosing Party or for the purpose of entering into a business relationship with the Disclosing Party, and only if said agents, employees, or third parties:
 1. reasonably require access to the Confidential Information for purposes approved by this Agreement, and
 2. have been apprised of this Agreement and the Recipient 's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

6. Obligation of Non-Competition

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Recipient agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

7. Unauthorized Disclosure Of Confidential Information -Injunction.

If it appears that Recipient has disclosed (or has threatened to disclose) confidential information in violation of this Agreement by The Property Energizer shall be entitled to obtain an injunction to restrain _____ from disclosing the confidential information in whole or in part. The Property Energizer, shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

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8. No Representations

The Recipient understands that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the information it provides to the Recipient. The Recipient agrees that neither the Disclosing Party, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Recipient's use of said information.

9. Term

This Agreement shall, by mutual consent of the parties, remain in force and affect for a period of three years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

10. Miscellaneous

- a. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.
- b. In any legal action between the Parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- c. *ANY* and *ALL* additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.
- d. This Agreement is made and shall be governed and construed in accordance with the laws of the State of Texas. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by the Disclosing Party.
- e. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.
- g. This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

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11. **Mutuality**

To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential as to both parties, the Disclosing Party and the Recipient.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

AGREED TO AND ACCEPTED BY:

THE DISCLOSING PARTY:

THE PROPERTY ENERGIZER

By: _____
Susan Casias, Managing Partner

RECIPIENT:

by: _____
(SIGNATURE)

Name: _____

Title: _____

Facsimile Number: _____

Contact Number: _____