

MUTUAL CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality, Non-Circumvent, Non-Disclosure and Potential Consulting Business Agreement (the "Agreement") is entered into on the 1th day of March, 2017 , by and between Scientific Environmental Design, Inc., a North Carolina Corporation, hereafter "SED" and .

W I T N E S S E T H

WHEREAS, _____ will be privy to board-level, financial, technical and other inside or proprietary information;

WHEREAS, the Disclosing Parties (as defined herein) wish to protect said inside and proprietary information;

WHEREAS, in connection with the contemplated relationship, and/or the consummation of any future transaction contemplated between the parties (collectively, the "Business Purposes"), confidential proprietary information of either party (as applicable, "the Disclosing Party"), as described more fully herein, may become available to the other party (as applicable, "the Receiving Party"); and

WHEREAS, each party, as Disclosing Party, desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean all strategic and development plans, financial conditions, business plans, supplier identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, business models, policies and procedures, information relating to processes, technologies, methodologies, techniques, operating procedures, system operations, sketches, drawings, samples, designs and specifications, concepts, ideas, inventions, know-how, processes, or theory, information concerning pending patents or other trade secrets of Disclosing Party, and all other information, which may be disclosed or furnished by Disclosing Party or to which Receiving Party may be provided access by Disclosing Party and its authorized representatives in accordance with this Agreement, or which is generated as a result of or in connection with the Business Purposes, which is not generally available to the public. The parties stipulate that the Confidential Information provided by Disclosing Party, whether on paper, communicated electronically or orally, or in any other form tangible or intangible, is confidential and proprietary, and has independent economic value, and as such the Confidential Information constitutes the confidential property of Disclosing Party. Parties may also learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, traders, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledgement, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

2. Nondisclosure Obligations. Receiving Party agrees to receive and hold the Confidential Information in strict confidence. Without limiting the generality of the foregoing, each Receiving Party further agrees and promises:

- a) Not to disclose, reveal or otherwise provide access to the Confidential Information of the Disclosing Party to any person or entity other than the employees, directors, officers, agents and consultants of Receiving Party (including, without limitation, attorneys, accountants and financial advisors), in each case who (i) have a need to know to further the Business Purposes; (ii) have been advised of the disclosed information's confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that Receiving Parties shall at all times be fully responsible to Disclosing Party for the compliance by such persons and entities with this Agreement;
- b) To protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure;
- c) Not to directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except for the Business Purposes;
- d) Not to copy (except in furtherance of the Business Purposes) or retain any written information or prototypes supplied without the permission of Disclosing Party;

Each of the parties may disclose Confidential Information in the course of any legal action arising from the subject matter of this Agreement, or if legally compelled to do so by any judicial or administrative body having authority to compel such disclosure in connection with any other action or investigation. Unless such notice is prohibited by law, any party so required to disclose Confidential Information shall promptly notify the disclosing party in order that the disclosing party may seek an appropriate protective order or other remedy and shall disclose only such Confidential Information as, in the opinion of its legal advisors, is required in order to comply with its legal obligations.

e) The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.

3. Return of Confidential Information. Upon written request of Disclosing Party, Receiving Party shall immediately return (or at the option of Disclosing party, destroy and certify such destruction) all documents and other written, graphical or electromagnetic records or documentation, and any and all other material of any kind, relating to any of the Confidential Information, and will not retain any copies, extracts or other reproductions of any such materials in whole or in part.

4. Term. Either party may terminate this Agreement by providing a 60 day written notice of such termination to the other party. Notwithstanding termination of this Agreement, Receiving Party's obligations under this Agreement shall apply to Confidential Information disclosed prior to termination for a period of five (5) years following disclosure.

5. Remedies. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain; and therefore, Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for any other relief Disclosing Party shall deem appropriate. Such right of Disclosing Party shall be in addition to remedies otherwise available to Disclosing Party at law or inequity.

6. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America and the State of North Carolina, without regard to its principles of conflicts of law. In any action brought with respect to this Agreement, the parties hereby consent to the personal jurisdiction of the federal and state courts of Raleigh, North Carolina.

7. Potential Consulting Business Agreement. Agrees that SED will own any and all strategic and development plans, business plans, supplier identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, business models, financial models, policies and procedures, information relating to processes, technologies, methodologies, techniques, operating procedures, system operations, sketches, drawings, diagrams, samples, designs and specifications, concepts, ideas, prototypes, anything related to his finance work with SED especially related to energy management, other products, and any improvements, thereof, by SED including inventions, know-how, processes, or theory, information concerning pending patents, patents not yet filed, or other trade secrets of SED, and all other information, which may be disclosed or SED furnished by SED or to which the company may be provided access by SED and his authorized representatives or anyone else who he recommends and the Company subsequently hires, in accordance with this section and this Agreement, or which is generated as a result of or in connection with the Business Purposes for which may be hired, which is not generally available to the public.

8. Entire Agreement. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

9. No Formal Business Obligations. Nothing in this Agreement or in any of the discussions the parties have or hereafter engage in or in the correspondences between the parties shall constitute a confirmation, offer, approval, consent or other agreement, to begin any project or any other business in the future, unless and until set forth in a definitive, written agreement executed and delivered by the duly authorized representatives of the parties.

Each party shall bear any costs and expenses incurred by it in connection with the subject matter hereof.

10. Successors and Assigns. Receiving Party shall have no right to assign their rights or interests under this Agreement, whether expressly or by operation of law, without the prior written consent of Disclosing Party. This Agreement and Receiving Party's obligations hereunder shall be binding on representatives, permitted assigns, and successors of Receiving Party and shall inure to the benefit of representatives, assigns and successors of Disclosing Party. The parties do hereby expressly agree that Disclosing Party may, in its discretion, assign this Agreement and any and all rights it may have hereunder to/any person or entity designated by Disclosing Party.

11. Terminology. As the context may require, all personal pronouns used in this Agreement, whether used in the masculine, feminine, or gender neutral, shall include all other genders, and the singular shall include the plural, and vice versa.

12. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13. Execution. This Agreement may be executed in multiple counterparts, and such counterparts, when taken together, shall be deemed an original. The execution and delivery of this Agreement may occur by the faxing or sending the electronic transfer of signed copies hereof, which copies shall for all purposes be treated with equal effect as an original hereof.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement as of the date first written above.

By: Name: _____

Title: _____

Scientific Environmental Design, Inc.

By: Name: _____

Title: _____