

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and effective as of the [ ] day of [ ], 20[ ] (the "Effective Date") made by and between Renewable Energy Products Manufacturing [Corporation] ("Employer"), a Delaware corporation having its principal place of business at [ ], and [ ](the "Employee"). In consideration of the Service (as defined below) or the continued Service of the Employee by Employer, Employer and the Employee agree as follows:

### 1. Condition of Service

The Employee acknowledges that the Employee's Service or continuance of Service is contingent upon the Employee's agreement to sign and adhere to the provisions of this Agreement. The Employee further acknowledges that the nature of Employer's business is such that protection of its confidential information is critical to the survival and success of Employer's business. For purposes of this Agreement, "Service" shall mean employment by Employer.

### 2. Confidential Information

(a) The Employee agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning Employer's business or financial affairs (collectively, "Confidential Information") is and shall be the exclusive property of Employer. By way of illustration, but not limitation, Confidential Information may include, without limitation, discoveries, ideas, inventions, products, product improvements, product enhancements, processes, methods, techniques, formulas, compositions, compounds, negotiation strategies and positions, projects, developments, plans (including, without limitation, business and marketing plans), designs, research data, clinical data, financial data (including, without limitation, sales costs, profits, pricing methods), personnel data, computer programs (including, without limitation, software used pursuant to a license agreement), customer, member, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers or members or prospective members of Employer. The Employee will not disclose any Confidential Information to any person or entity other than employees of Employer or use the same for any purposes (other than in the performance of the Employee's duties in providing Service) without written approval by an officer of Employer, either during or after the Employee's Service, unless and until such Confidential Information has become public knowledge without fault by the Employee. During the Employee's Service, the Employee will use the Employee's best efforts to prevent unauthorized publication or disclosure of any of Employer's Confidential Information. Nothing herein is intended to prevent the Employee from discussing his or her wages, salary, compensation, or any other terms and conditions of employment.

(b) The Employee agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Confidential Information, whether created by the Employee or others, which come into the Employee's custody or possession, shall be and are the exclusive property of Employer to be used by the Employee only in the performance of the Employee's duties

for Employer and shall not be copied or removed from Employer premises except in the pursuit of the business of Employer. All such materials or copies thereof and all tangible property of Employer in the custody or possession of the Employee shall be delivered to Employer, upon the earlier of (i) a request by Employer or (ii) termination of the Employee's Service for any reason. After such delivery, the Employee shall not retain any such materials or copies thereof or any such tangible property.

(c) The Employee agrees that the Employee's obligation not to disclose or to use information and materials of the types set forth in paragraphs 2(a) and 2(b) above, and the Employee's obligation to return materials and tangible property, set forth in paragraph 2(b) above, also extends to such types of information, materials and tangible property of customers or members of Employer or suppliers to Employer or other third parties who may have disclosed or entrusted the same to Employer or to the Employee in the course of Employer's business.

### **3. Employer Opportunities; No Conflicting Activities**

During the Employee's Service, the Employee will at all times devote the Employee's best efforts to the interests of Employer, and the Employee will not, without the prior written consent of Employer, engage in, or encourage or assist others to engage in, any other employment, investment, or other activity that: (a) would divert from Employer any business opportunity in which Employer can reasonably be expected to have an interest; or (b) would directly compete with, or involve preparation to compete with, the current or future business of Employer.

### **4. Non-Disparagement**

The Employee agrees and covenants that the Employee will not at any time, during or after the Employee's Service, make, publish or communicate any maliciously false remarks, comments or statements concerning Employer, Employer's affiliates, or any of their respective current or former officers, directors, managers, employees or agents. The Employee further agrees that the Employee will not, at any time, during or after the Employee's Service, make, publish, or communicate, or encourage others to make, publish, or communicate, any disparaging or defamatory remarks about the products or services of Employer or its affiliates. This Section 4 shall not prohibit the Employee from providing truthful testimony in response to a validly issued subpoena.

### **5. Publicity**

The Employee hereby consents to any and all uses and displays by Employer and its agents of the Employee's name, voice, likeness, image, appearance and biographical information in or in connection with any printed, electronic or digital materials, including, without limitation, any pictures, audio or video recordings, digital images, websites, television programs, advertising, sales or marketing brochures, printed materials and computer media, throughout the world and at any time during or after Employee's Service with Employer for all legitimate business purposes of Employer (the "Permitted Use"). The Employee hereby forever releases Employer and its directors, officers, employees, representatives and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind arising under any legal or equitable

theory whatsoever at any time during or after the Employee's Service in connection with any Permitted Use.

## **6. Miscellaneous**

(a) ***Equitable Remedies.*** The Employee acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of Employer and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach or threatened breach of this Agreement is likely to cause Employer substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Employee agrees that Employer, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting a bond and the right to specific performance of the provisions of this Agreement and the Employee hereby waives the adequacy of a remedy at law as a defense to such relief.

(b) ***At-Will Employment Relationship.*** Nothing stated in this Agreement changes, alters or amends the at-will employment relationship that exists between the parties by which the Employee may resign his employment at any time with or without cause and, similarly, Employer may terminate the employment at any time with or without cause.

(c) ***Severability.*** In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(d) ***Waivers.*** No delay or omission by Employer in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Employer on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(e) ***Governing Law and Jurisdiction.*** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Pennsylvania (or, if appropriate, a federal court located within the Commonwealth of Pennsylvania), and Employer and the Employee each consents to the jurisdiction of such a court.

(f) ***Entire Agreement; Amendment.*** This Agreement supersedes all prior agreements, written or oral, between the Employee and Employer relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and Employer. The Employee agrees that any change or changes in the Employee's duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

(g) ***Captions.*** The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

(h) **Counterparts.** This Agreement may be executed by facsimile or other electronic transmission and in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement binding on the parties.

(i) **Acknowledgement.** The Employee certifies and acknowledges that the Employee has carefully read all of the provisions of this Agreement and that the Employee understands and will fully and faithfully comply with this Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Non- Disclosure Agreement to be duly executed and delivered as of the day and year first above written.

RENEWABLE ENERGY PRODUCTS  
MANUFACTURING [CORPORATION]

By:  \_\_\_\_\_

John Conte

CEO/Founder

EMPLOYEE

By: \_\_\_\_\_  
Name: