

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) by and between The Live Green Group, Inc., a company incorporated in the State of Delaware in the United States of America (“TLGG”) and _____, a company incorporated in _____ (“Company”) to protect the confidentiality of information to be disclosed in support of an existing or planned business relationship. TLGG and Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

1. **Definitions.**

(a) “Confidential Information” means, subject to Section 3 of this Agreement, any and all technical and non-technical information disclosed by TLGG to Company, that is clearly marked or identified as proprietary or confidential at the time of disclosure or is of such a nature or disclosed under conditions that it would be deemed confidential by a reasonable person, including without limitation concepts, ideas, inventions (whether or not patentable), know-how, processes, techniques, sketches, drawings, works of authorship, models, apparatuses, equipment, algorithms, software programs, software documentation, samples, materials, chemical compounds, formulations, test data, financial information, procurement or purchasing requirements, manufacturing information, supplier lists, customer lists, employee information, investor information, business and contractual relationships, business forecasts, sales and merchandising information, pricing, and marketing plans related to past, current, future, and proposed products and services of TLGG.

(b) “Purpose” means _____.

(c) “Representative” means an employee, officer, or director of a Party.

(d) “Third Party” means any person or entity who is not a Party or a Representative of a Party.

2. **Restrictions on Use and Disclosure.** The Company agrees that it will maintain in confidence and not disclose to any Third Party any Confidential Information disclosed to it by TLGG, and will use the Confidential Information only for accomplishment of the Purpose. Company shall limit access to Confidential Information to those of its Representatives having a need to know for accomplishment of the Purpose and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations the same as or substantially the same as those contained herein. Company shall protect the Confidential Information using the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Company shall be responsible and liable for any breach of this Agreement by any of its Representatives.

3. **Exclusions from Confidential Information.** Notwithstanding any other provision of this Agreement, Confidential Information does not include any information that Company can demonstrate with competent evidence:

(a) was in the public domain at the time it was disclosed to Company;

(b) entered the public domain subsequent to the time it was disclosed to Company, through no fault of the Company;

(c) was in Company's possession free of any obligation of confidence at the time it was disclosed to Company;

(d) was rightfully communicated to Company free of any obligation of confidence subsequent to the time it was disclosed to Company; or

(e) was developed by employees or agents of the Company independently of and without reference to any information communicated to the Company by the other Party.

4. **Required Disclosures.** Notwithstanding anything in this Agreement to the contrary, Company may disclose certain Confidential Information of TLGG, without violating the obligations of this Agreement, to the extent the disclosure is required by a valid law, governmental regulation, or order of a court or other governmental body having jurisdiction, *provided that* Company provides TLGG with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist TLGG in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. In the event of such required disclosure, Company may disclose no more than that portion of the Confidential Information which is specifically required to be disclosed by such law, governmental regulation or order (as advised by its legal counsel) and must exercise reasonable effort to preserve the confidentiality of the Confidential Information throughout the process. The Confidential Information remains otherwise fully protected as Confidential Information hereunder.

5. **Disclosure of Business Terms.** The terms and conditions of any business relationship or transaction entered into or contemplated by the Parties shall be treated by Company as Confidential Information and shall not be disclosed without the prior written consent of TLGG.

6. **Notification of Unauthorized Use or Disclosure.** Company shall immediately notify TLGG of any unauthorized use or disclosure of TLGG's Confidential Information.

7. **Return or Destruction of Confidential Information.** Upon termination or expiration of the Agreement, or upon written request of TLGG, Company shall promptly return to TLGG or, subject to TLGG's sole discretion, destroy all documents and other tangible materials representing TLGG's Confidential Information and all copies thereof.

8. **Intellectual Property.** Company shall not acquire, by express grant, implication, estoppel, or otherwise, any rights in or to the Confidential Information or any other intellectual property of TLGG, except the limited right to use the Confidential Information to accomplish the Purpose.

9. **No Representations or Warranties.** The Parties agree that any Confidential Information disclosed by TLGG to Company under this Agreement is provided "AS IS" and that TLGG makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, its fitness for a particular purpose, or non-infringement. TLGG shall not be liable to the Company for any loss, damage or other liability relating to or resulting from Company's use of, or reliance on, any of the Confidential Information or any errors or omissions in the Confidential Information.

10. **Term, Termination, and Survival.** This Agreement shall expire () years from the Effective Date (the "Term") unless either Party terminates it sooner by providing written notice of termination to the other Party. Company's obligations with respect to TLGG's Confidential Information shall survive expiration or termination of the Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral. This Agreement may not be modified or amended unless in writing, signed by a duly authorized representative of each Party.

12. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflict of laws principles. Any disputes under this Agreement shall be brought in the state or Federal courts located in the State of Delaware, and the parties hereby consent to the personal jurisdiction and venue of these courts.

13. **Interpretation; No Obligations.** This Agreement shall be construed as a whole in accordance with the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either Party. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties. This Agreement shall not oblige TLGG to enter into discussions or negotiations with Company, or to disclose Confidential Information to Company.

14. **Injunctive Relief.** Company acknowledges that its breach of the Agreement will cause irreparable damage to TLGG for which monetary damages will not be adequate and hereby agrees that TLGG shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

15. **Severability.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

16. **Assignment.** Neither Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, *except that* a Party may assign the Agreement without such consent to a successor in interest by way of corporate reorganization, merger, acquisition or sale of all or substantially all of its assets, or by operation of law.

17. **No Other Agreement.** Neither this Agreement, nor the disclosure of any Confidential Information by TLGG hereunder, constitutes an agreement or offer to purchase or supply materials or a product, develop a product, license any intellectual property rights, conduct research, enter into a joint project of any sort, or provide consulting or other services.

18. **Waiver.** No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of TLGG. No waiver by TLGG of any breach, default, or violation of any term, warranty, representation, covenant, condition, or provision of this Agreement shall constitute a waiver of any subsequent or further breach, default, or violation of the same or other term, warranty, representation, covenant, condition, or provision.

19. **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, email, facsimile or by certified or registered mail, return receipt requested, and shall be deemed to have been received on (a) the date of delivery if delivered by personal delivery and duly acknowledged; (b) the business day immediately after delivery if delivered by email or facsimile; or (c) on the business day immediately after it is delivered when sent by certified or registered

mail. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

20. **Costs.** Each Party hereto shall bear its own cost and expenses (including legal fees) incurred in connection with this Agreement including for the preparation, negotiation and execution of this Agreement.

21. **Counterparts and Electronic Delivery.** The Parties may execute this Agreement in any number of counterparts, all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page by electronic means shall have the same effect as manual delivery of an originally executed signature page. Each Party agrees that any electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

Each of the Parties has caused this Mutual Non-Disclosure Agreement to be executed on its behalf by its authorized representative as of the Effective Date.

The Live Green Group, Inc.

[Company name]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Email: _____

Email: _____