

Mutual Confidentiality, Non-disclosure and Non-Compete Agreement

This Mutual Confidentiality and Non-disclosure Agreement is entered into this _____ day of _____, 2014 between Eco-\$mart, Inc. of Sarasota, FL (ES), 4411 Bee Ridge Rd. #344, Sarasota, FL 34233 and - _____ (PARTY2) for the purpose of cooperating in business ventures together. ES and PARTY2 may be referred to herein as "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties hereto intend to enter into confidential discussions to evaluate a possible business relationship (the "Transaction");

WHEREAS, it will be necessary for the Parties and/or their representatives to release certain proprietary and confidential information to each other for the sole purpose of enabling the parties to evaluate their interest in participating in the Transaction;

WHEREAS, the Parties have entered into this Agreement in order to assure the confidentiality of all such information and to prevent the disclosure of same to third parties except as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be bound hereby, the Parties agree as follows:

1. Confidential Information. The Term "Confidential Information", as used in this Agreement shall mean any and all information (whether written or oral) furnished by either Party (the "Disclosing Party") to the other Party or (the "Recipient"), oral or written, whether or not marked, described, or identified as confidential. Such Confidential Information shall include but not be limited to information concerning the Party's business plans, operations, business and marketing strategies, financial information, processes, products, technical information such as design criteria and specifications; and other proprietary information or data of any nature whatsoever, which is disclosed (either directly or through its representatives) by the Disclosing Party to the Recipient in connection with the Transaction. The Parties also recognize that ES or PARTY2 may receive confidential information from unrelated third parties, with respect to which the Disclosing Party is subject to a duty of confidentiality or may use only for certain

Mutual Confidentiality, Non-disclosure and Non-Compete Agreement

limited purposes ("Third Party Information"). The term Confidential Information shall also include all Third Party Information, the fact that this Agreement has been entered into and that the parties are considering the Transaction. Confidential Information shall not include information that:

- (i) at the time of disclosure is or becomes part of the public domain without violation of this Agreement,
- (ii) is known and on record to the Recipient prior to disclosure by the Disclosing Party; or is lawfully obtained by Recipient through other sources having the legal right to disclose such Confidential Information.

2. Disclosure and Use of Confidential Information. The Recipient:

- (i) shall keep confidential all Confidential Information of the Disclosing Party and Third Party Information and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without the prior written consent of the Disclosing Party, disclose any such Confidential Information in any manner whatsoever, directly or indirectly. As part of this obligation of confidentiality, Recipient agrees not to directly or indirectly reveal, disclose, disseminate, publish, export, or claim ownership of any of said Confidential Information;
- (ii) shall not directly or indirectly use, exploit, or otherwise commercialize any of the Confidential Information for its own benefit or for the benefit of any third party, other than in connection with its evaluation of the proposed Transaction; provided, however, that each the Recipient may reveal Confidential Information of the Disclosing Party to its officers, employees and agents (hereinafter, "Representatives") who need to know the Confidential Information for the purpose of evaluating the Transaction and who are informed of the confidential nature of the Confidential Information and agree to be bound by the terms of this Agreement, and
- (iii) shall not remove or copy any of the Confidential Information or any excerpts thereof, except as necessary with the expressed written approval of the Disclosing Party in connection with its evaluation of the Transaction; and then shall ensure the return of all such material to the Disclosing Party.

Mutual Confidentiality, Non-disclosure and Non-Compete Agreement

- (iv) shall not perform any analysis on, attempt to reverse engineer or otherwise analyze any Confidential Information delivered by the Disclosing Party.

The Recipient agrees to be responsible for any breach of this Agreement by any of its Representatives.

3. Non-Compete. PARTY2 agrees not to compete with ES in the business opportunities introduced by ES. In addition, when ES introduces PARTY2 to a prospective customer via a written registration of that prospect, PARTY2 agrees not to pursue business directly with that prospect, unless directed to do so by ES, in writing, and in that case, to use ES materials and pricing for the supply of the prospect / project.
4. Required Disclosure. In the event that the Recipient or its respective Affiliates or Representatives are required by applicable law, regulation or legal process to disclose any of the Disclosing Party's Confidential Information, such party will notify the Disclosing Party promptly so that it may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this agreement. In any event, such party or its respective Affiliates or Representatives will furnish only that portion of such Confidential Information which it is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information.
5. Ownership of Confidential Information. The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of the Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.
6. Return of Confidential Information. At any time upon the request of the Disclosing Party, the Recipient will either (i) promptly destroy all copies of the written Confidential Information in its or its Representatives' possession and confirm such destruction to the requesting party in writing, or (ii) promptly deliver to the requesting party at its expense all copies of the written Confidential Information in its or its Affiliates' or Representatives' possession. Any oral Confidential Information will continue to be subject to the terms of this agreement.

Mutual Confidentiality, Non-disclosure and Non-Compete Agreement

7. Injunctive Relief; Enforcement Costs. The Recipient acknowledges that remedies at law may be inadequate to protect the other party against any actual or threatened breach of this agreement by such party or by its Representatives, and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, the Recipient agrees to the granting of injunctive relief in favor of the Disclosing Party without proof of actual damages. In the event of litigation relating to this agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this agreement has been breached by the Recipient or by its Representatives, then such party will reimburse the Disclosing Party for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.
8. Survival of Obligations. The obligations and commitments established by this Agreement shall remain in full force and effect for five years from the date of this Agreement unless the parties have entered into an agreement providing otherwise.
9. No Other Agreement. It is expressly understood that this Agreement is not and shall not be construed as any obligation or form of a letter of intent or agreement to enter into the Management Transaction. The approval and execution of the Transaction shall be subject to each party's sole discretion and satisfaction, which may be withheld for any reason. Neither party may rely on this Agreement or the negotiations or the exchange of Confidential Information or other documentation between the parties as a commitment to enter into binding definitive agreements.
10. Severability. If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.
11. No Waiver. Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver shall be effective against any party unless such waiver is in writing and signed by such party.

Mutual Confidentiality, Non-disclosure and Non-Compete Agreement

- 12. Governing Law. The laws of the State of Florida shall govern the construction, interpretation, validity and performance of this Agreement.

- 13. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the confidentiality of the Confidential Information, and no modification of this Agreement will be binding unless approved in writing by each of the parties.

- 14. Counterparts. This Agreement may be executed in counterparts and all such counterparts constitute one (1) agreement, binding on the Parties hereto, notwithstanding that each of the Parties is not a signatory to the original or the same counterpart.

In witness whereof, the parties have executed this Agreement as of the date set forth above.

Eco-\$mart, Inc.

PARTY2

By: _____

By:_____

Printed Name: Matt Ross

Printed Name:

Title: President, Eco-\$mart, Inc.

Title: