

MUTUAL NON-DISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is made effective this _____ day of _____, 20____ by and between Clean Footprint, L.L.C. ("Company") and _____.

Clean Footprint and _____ are evaluating a potential business relationship and transactions between them. In connection therewith each may wish to share certain Confidential Information (as defined below) with the other on the terms and conditions provided herein. For each piece of information made available hereunder, the party making such information available shall be referred to as "Discloser" and the other party as "Recipient." In consideration of the promises contained herein, and for other good and valuable consideration, Clean Footprint and _____ agree as follows:

- 1) Confidential Information. As used herein, "Confidential Information" shall consist of all information, regardless of the form or manner in which it is disclosed, relating to the Discloser's business, operations, products, systems, and/or services, and/or to discussions, negotiations, and/or agreements between the parties, including, without limitation:
 - a. Proprietary information, technologies, know-how, processes, software and related documents, research, work product, relationships, design details, specifications, and other information related to the current, future and proposed products and services of Discloser;
 - b. Analyses, projections, statistics, forecasts, and other financial and accounts information;
 - c. Customer lists and other customer information, sources of supply, sales, product, research, and marketing data and plans, business plans and models, and personnel and shareholder data;
- 2) Obligations of Recipient. Recipient shall:
 - a. Use Confidential Information, including making any copies thereof (which shall be done only in a manner that preserves all confidentially notices in full) solely for the purposes of evaluation a potential business relationship or transaction between the parties and/or of implementing such relationship or transaction following execution of a definitive agreement therefor.
 - b. Not disseminate or disclose any Confidential Information in any way to any third party, other than to its employees and Representatives that have a need to know such information and have agreed to be bound by the terms hereof, unless required by law or pursuant to a valid court order, in which case Recipient shall give Discloser reasonable notice prior to such disclosure and shall cooperate (at Discloser's expense) to the extent permitted by law to assist Discloser in obtaining a protective order or equivalent.
- 3) Exclusions from Confidential Information. As used herein, "Confidential Information" does not include information that Recipient can demonstrate:
 - a. is or becomes publicly disclosed or available with no breach hereof by or on behalf of Recipient;
 - b. was previously in Recipient's possession with no obligation to maintain confidentiality;
 - c. was developed by employees and/or Representatives of Recipient independently of, and without reference to, any Confidential Information
- 4) Ownership of Confidential Information; Return of Property. All Confidential Information is and shall remain the property of Discloser, and no license or other rights to Confidential Information is granted or implied hereby. At the request of Discloser, Recipient shall promptly return or destroy all Confidential Information and related materials (including those generated internally by Recipient as described above) and any copies thereof, and permanently delete and destroy all Confidential Information stored digitally or electronically.
- 5) No Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that each party shall require any successor to whom it provides the Confidential Information it has received to agree to be bound by this Agreement.
- 6) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given as follows: (i) upon delivery when delivered personally; (ii) the next business day when delivered by overnight courier with written verification of receipt; (iii) upon delivery when sent by facsimile transmission with printed proof of electronic transmission; or (iv) three (3) business days following mailing by certified or registered mail, postage prepaid, return receipt requested. Notices shall be sent to

the parties' respective addresses or fax numbers set forth herein, or such other address and/or number as that party may specify by notice. Notice to Clean Footprint shall be sent to 405 Atlantis Road Suite E115, Cape Canaveral, FL, 32920 Telephone 321-613-4424 Attention: Kurt Easton
Notices to _____ shall be sent to offices at
_____ Telephone _____,

Fax _____, Attention _____.

- 7) Governing Law; Jurisdiction. This Agreement shall be governed in all respects by the laws of State of Florida, without giving effect to choice of law principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the State of Florida for any matter arising from this Agreement.
- 8) Injunctive Relief. As Recipient, each party acknowledges that (i) a breach of any of the promises or agreements contained herein with respect to Confidential Information will result in irreparable and continuing damage to Discloser, and (ii) Discloser shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate) with respect to a breach of any of the promises or agreements contained herein with respect to confidential information.
- 9) Non-Circumvent. Both parties agree not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnerships, proprietorship, trust, individuals, or other entities introduced by either party without the specific written permission of the introducing party. The parties also undertake not to make use of a third party to circumvent this agreement.
- 10) Arbitration. As provided in Section 7 of this Non-Disclosure Agreement, any dispute, controversy, or claim arising out of, or in connection with, any relationship or transaction pursuant to this or related compensation agreement between _____ and Clean Footprint shall, upon request of either party, be submitted to, and settled by, arbitration before a mutually acceptable arbitrator who is a member of the American Arbitration Association in the City of Orlando, Orange County, State of Florida. Disputes shall not be resolved in any other venue or forum. Any award rendered by an arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction or as otherwise provided by law. The prevailing party shall be entitled to attorney's fees and expenses incurred as a result of this arbitration proceeding.
- 11) Term. This Non-Disclosure Agreement is for two (2) years, at which time it may be renewed by mutual consent of both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed, effective as of the date first written above.

Clean Footprint, L.L.C.

Company:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____