

Energia Consulting Partners Non-Disclosure Agreement

THIS AGREEMENT made as of ___/___/___ between
_____, of

Energia Consulting Partners, LLC. (the "Discloser") and

_____, of
_____ (the "Recipient").

WHEREAS Recipient desires to receive, and Discloser is willing to supply, the Information on the terms and conditions set out herein, solely for the purpose of investigating _____ (the "Purpose");

WHEREAS Discloser possesses certain ideas and information relating to the buy/sell process that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and **WHEREAS** the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of Selling of Agency; **NOW THEREFORE**, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Discloser shall at its discretion provide such of the Information to Recipient as is required for the Purpose, verbally or in writing. Nothing in this Agreement obligates Discloser to make any particular disclosure of Information.
2. All right, title and interest in and to the Information shall remain the exclusive property of Discloser and the Information shall be held in trust and confidence by Recipient for Discloser. No interest, license or any right respecting the Information, other than expressly set out herein, is granted to Recipient under this Agreement by implication or otherwise.
3. Recipient shall use all reasonable efforts to protect Discloser's interest in the Information and keep it confidential, using a standard of care no less than the degree of care that Recipient would be reasonably expected to employ for his own similar confidential information. In particular Recipient shall not directly or indirectly disclose, allow access to, transmit or transfer the Information to a third party without the Discloser's prior written consent. Recipient shall disclose the Information only to those persons who have a need to know the Information for the Purpose and who have been approved by the Discloser to receive the Information. Recipient shall, prior to disclosing the Information to such employees and consultants, issue appropriate instructions to them to satisfy its obligations herein and obtain their written agreement to receive and use the Information on a confidential basis on the same conditions as contained in this Agreement.
4. The Information shall not be copied, reproduced in any form or stored in a retrieval system or data base by Recipient without the prior written consent of Discloser, except for such copies and storage as may

reasonably required internally by Recipient for the Purpose.

5. The obligations of the Recipient under paragraphs 3, 4 and 5 shall not apply to Information:
 - (a) which at the time of disclosure is readily available to the trade or the public;
 - (b) which Recipient can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Information by Discloser; or
 - (c) any Information which the Recipient is by law required to disclose.
6. This Agreement shall not constitute any representation, warranty or guarantee to Recipient by Discloser with respect to the Information infringing any rights of third parties. Discloser shall not be held liable for any errors or omissions in the Information or the use or the results of the use of the Information.
7. Recipient shall, upon request of Discloser, immediately return the Information and all copies thereof in any form whatsoever under the power or control of Recipient to Discloser, and delete the Information from all retrieval systems and databases or destroy same as directed by Discloser and furnish to Discloser a certificate by an officer of Recipient of such deletion or destruction.
8. When requested by Discloser, Recipient will promptly provide a list containing the full name and address of any person having access to or copies of the Information and the reason such access is necessary.
9. Due to the valuable and proprietary nature of the Information to Discloser the obligations assumed by Recipient hereunder shall (a) be unlimited in time or territory or (b) if it is held by a court of competent jurisdiction that this provision is illegal, invalid or unenforceable, shall apply only within those territories within which Discloser then carries on business and only up to 10 years after disclosure of such Information. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and remaining part of such provision and all other provisions hereof shall continue in full force and effect.
10. The Recipient shall indemnify and save harmless the Discloser from all damages, losses, expenses and costs whatsoever resulting from the breach of this Agreement by the Recipient.
11. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions,

undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

12. This Agreement may not be assigned by either party without the prior written consent of the other party.
13. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.
14. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.
15. 1. No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above. 1.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information. 1.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
16. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information: (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser; (b) has become publicly known through no wrongful act of Recipient; (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; (d) was independently developed by Recipient without use of the Confidential Information;

or (e) was ordered to be publicly released by the requirement of a government agency.

17. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
18. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
19. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.
20. Potential Acquisition. Recipient agrees that he cannot contact or solicit Energia Consulting Partners agency for sale, or employees, or negotiate a purchase agreement of Energia Consulting Partners agency for sale without Discloser (Energia Consulting Partners).
21. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

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

Signature of Discloser

Name of Discloser

Signature of Recipient

Name of Recipient