

2010

**MUTUAL NON-DISCLOSURE/
NON-CIRCUMVENTION AGREEMENT**



MUTUAL NON-DISCLOSURE/CIRCUMVENTION AGREEMENT

This Mutual Confidential Non-Disclosure Agreement ("Agreement") is entered into as of _____, _____, by and between

GREENERGY SOLUTIONS INC. ("Greenergy"), a domestic corporation registered under the laws of the Republic of the Philippines, with its principal place of business at # 01 Olympus Drive, Serra Monte Villas, Filinvest II, Quezon City, Philippines;

and

_____, (" _____"), a _____ with principal place of business at _____;

WHEREAS, "Greenergy" and " _____" intend to engage in discussions concerning a possible business relationship and in order to facilitate such discussions, may disclose information of a proprietary and/or confidential nature;

NOW, THEREFORE, in consideration of the parties' discussions and any disclosure of proprietary and/or confidential information, the parties hereby agree as follows:

- a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information (including, without limitation, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information), which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "*corporate information*" of the Disclosing Party. All corporate information disclosed in tangible form by the Disclosing Party shall be marked "confidential" or "proprietary" and all corporate information disclosed orally or otherwise in intangible form by the Disclosing Party shall be designated as confidential or proprietary at the time of disclosure. However, this Agreement shall not be construed to create any obligation to disclose any corporate information.
- b. The Receiving Party agrees: (a) to hold the Disclosing Party's Corporate Information in confidence and to take all necessary precautions to protect such Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials); (b) not to divulge any such corporate information or any information derived therefrom to any third person; (c) not to make any use whatsoever at any time of such corporate information except to evaluate internally whether to enter into the currently contemplated business relationship with the Disclosing Party; (d) not to remove or export any such Corporate Information from the country of the Receiving Party; and (e) not to copy or reverse engineer, reverse compile or attempt to derive the composition or underlying information of any such information without written permission from the Disclosing Party. The Receiving Party shall limit the use of and access to the Disclosing Party's information to the Receiving party's employees who



need to know such Information for the purpose of such internal evaluation and shall cause such employees to comply with the obligations set forth herein. The Receiving Party shall treat the corporate Information with at least the same degree of care and protection, as it would use with respect to its own corporate information. The foregoing obligations shall survive throughout the entire term of this Agreement as described in section 9 herein.

- c. The Disclosing Party agrees that the foregoing shall not apply with respect to information that: (i) is in the public domain and is available at the time of disclosure or which thereafter enters the public domain and is available, through no improper action or inaction by the Receiving party or any affiliate, agent or employee; (ii) was in its possession or known by it prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by another person without restriction; (iv) is independently developed by the Receiving Party prior to receipt from the Disclosing Party, or (v) is required to be disclosed pursuant to any statutory or regulatory authority, provided the Disclosing Party is given prompt notice of such requirement and the scope of such disclosure is limited to the extent possible, or is required to be disclosed by a court order, provided the Disclosing Party is given prompt notice of such order and provided the opportunity to contest it.
- d. Immediately upon request by the Disclosing Party, at any time, the Receiving Party will turn over to the Disclosing Party all corporate information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof.
- e. The Receiving Party understands that nothing herein: (i) requires the disclosure of any corporate information of the Disclosing Party, which shall be disclosed, if at all, solely at the option of the Disclosing Party; or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which corporate information may be disclosed.
- f. Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by this Agreement.
- g. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's corporate information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach, inclusive of above, may allow the Receiving Party or third parties to unfairly compete with, or be advantaged over, the Disclosing Party resulting in irreparable harm to the Disclosing Party (to which money damages would not be a sufficient remedy therefore), and as such, that upon any such breach or any threat thereof, as a remedy for same, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law, including without limitation injunction and specific performance.
- h. Such remedies shall not be deemed to be the exclusive remedies for a breach of this



Agreement, but shall be in addition to all other remedies available in equity or at law. The Receiving Party further agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages and to waive any requirements for the securing or posting of any bond in connection with such remedy. The Receiving Party also agrees to promptly reimburse the Disclosing Party for all costs incurred in connection with the enforcement of this Agreement (including, without limitation, reasonable costs and legal fees in connection with any litigation, including any subsequent appeal, or costs and legal fees associated with collection or enforcement of a judgment there from). The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

- i. Neither party acquires any intellectual property rights under this Agreement, or any disclosure hereunder, except the limited right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the corporate Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.
- j. This Agreement shall not create any obligation on the part of a party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing in this Agreement shall be construed as creating a joint venture, partnership or employment relationship.
- k. The parties agree that they will not directly or indirectly solicit for employment or employ any personnel who work for the other party in any fashion for a period of two (2) years after the date of termination of this Agreement hereof, provided that the foregoing shall not restrict either party from making general solicitations for employees not directed to the other's personnel or employing persons responding to such solicitations.
- l. This Agreement supersedes all prior discussions and writings, and constitutes the entire agreement between the parties, with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.
- m. This Agreement shall be governed by and construed in accordance with the laws of International Chamber of Commerce.

This Agreement shall be valid and binding to all parties for a period of three (3) years from the



date of the Agreement, unless otherwise mutually agreed in writing to be terminated.

This Mutual Non-Disclosure Agreement is executed as of the date first written above.

SIGNATURE PAGE TO MUTUAL NON-DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

GREENERGY SOLUTIONS INC.

By: _____

Name: HELEN RUTH P. BRIONES

Title : Chairman/Chief Executive Officer

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title : _____