



American Charities Telesis Services, Inc
Confidentiality and Non-Disclosure/Non-Circumvent Agreement ("NDNC")

This Confidentiality & Non-Disclosure/Non-Circumvent Agreement (this "Agreement") is dated as of _____, 2014 between _____ as an Individual and/or as a Company whose mailing address is _____, and American Charities Telesis Services, Inc., a Delaware corporation, (or any and all ACTS subsidiaries or related entities, Teaming Partners, and alliances) hereafter referred to collectively as ("ACTS"), whose address is at 26861 Trabuco Road, Suite E-102 Mission Viejo, CA 92691, (ACTS and Individual/Company sometimes are collectively referred to herein as the "Parties" and individually as a "Party").

RECITALS

- A. ACTS and Individual/Company may disclose valuable proprietary information to each other relating to their respective operations and businesses as it may relate to providing investors, investment capital, lending sources, real estate, and/or development services (the "Project"). For purposes of this Agreement, the party disclosing confidential information hereunder is hereinafter referred to as the "Disclosing Party" and the party receiving confidential information hereunder is hereafter referred to as the "Receiving Party". In addition, other persons and entities, such as affiliates of a Party, may (at the request of a Party) disclose valuable proprietary information to the other Party with respect to the Project.
- B. ACTS and the Individual/Company would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such information.

AGREEMENT

ACTS and Individual/Company hereby agree as follows:

- 1) **Confidential Information.** As used in this Agreement, "Confidential Information" means information not generally known to the public, whether of a financial, technical, business or other nature that relates to the Project stated above or that, although not related to such Project, is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by the Receiving Party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the Disclosing Party. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. For purposes of this Agreement, "Disclosing Party" includes affiliates of a Party who disclose Confidential Information to the Receiving Party regarding the Project.
- 2) **Use of Confidential Information.** The Receiving Party, except as expressly provided in this Agreement, shall not disclose the Disclosing Party's Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall not use, or permit others to use, Confidential Information for any purpose other than that as specifically set forth herein regarding the Project. The Receiving Party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party shall not reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.



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- 3) **Exceptions.** The provisions of Section 2 shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party without confidentiality restrictions at the time of its receipt from the Disclosing Party; (iii) is rightfully received from a third Party who did not acquire or disclose such information by a wrongful or tortious act, or in breach of a confidentiality restriction; (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information; or (v) is identified by the Disclosing Party as no longer proprietary or confidential.
- 4) **Non-circumvention/non-competition.** Not to circumvent, compete, avoid, obviate, or bypass, directly or indirectly, to avoid payment of fees and/or commissions in any way transactions with any corporation, entity, partnership, sole proprietorship or individual, in connection with any project or transaction, relating to business ventures through ACTS and/or any companies who have a current contract with ACTS or any transactions arising from these business relationships for a period of one year following the end of relationship between the parties to this agreement.
- 5) **Receiving Party Personnel.** The Receiving Party shall restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors and entities controlled by it (collectively, "Personnel") who have a need to know Confidential Information in connection with the Project. The Receiving Party's Personnel shall have access only to the Confidential Information they need for such purposes. The Receiving Party shall ensure that its Personnel comply with this Agreement.
- 6) **Disclosures to Governmental Entities.** If, in the opinion of its counsel, the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party shall give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. The Receiving Party shall disclose only such information as is required, in the opinion of its counsel, and shall exercise all reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
- 7) **Ownership of Confidential Information.** All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential or other information.
- 8) **No Warranty or Obligation to Proceed.** No warranties of any kind are given by either Party with respect to the accuracy, appropriateness or completeness of information provided to the other. The Parties agree that, unless and until a definitive written agreement with respect to any transaction relating to disclosures under this Agreement is completed, neither Party shall be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any of their respective directors, officers, employees, agents, representatives or advisors thereof, except, in the case of this Agreement, for the matters specifically agreed to herein.



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- 9) **Return of Confidential Information.** The Receiving Party promptly shall return or destroy upon request, and verify in writing the completeness of the Confidential Information returned or the destruction of, all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information) upon the earlier of (i) the completion or termination of the dealings between the Disclosing Party and the Receiving Party, and (ii) the Disclosing Party's written request.
- 10) **Export Control.** The Receiving Party acknowledges that the Confidential Information governed by this Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Confidential Information or products incorporating the Confidential Information must be authorized under those laws and regulations. The Receiving Party agrees that it shall not use, distribute, transfer or transmit directly or indirectly the Confidential Information or any immediate product (including processes and services) produced directly by the use of such Confidential Information, except in compliance with U.S. export laws and regulations.
- 11) **Independent Development.** The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.
- 12) **Injunctive Relief.** The Receiving Party acknowledges that Confidential Information is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
- 13) **Limited Relationship.** This Agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose, and neither shall have the authority to bind the other.
- 14) **Cumulative Obligations.** Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law.
- 15) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties.
- 16) **Scope; Termination.** This Agreement shall become effective as of the date first written above and shall automatically terminate at the end of one (1) year thereafter or upon the completion or termination of the Parties evaluation or pursuit of the Project, whichever is earlier. Notwithstanding such expiration or termination, all of



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Receiving Party's nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

17) Non-waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

18) Governing Law; Etc. This Agreement shall be governed by internal laws of the State of California without regard to its choice of law provisions, and may be executed in counterpart copies. If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

Individual/Company

By: _____

Printed Name: _____

Company Name: _____

Title: _____

Date: _____

ACTS Global Environmental Solutions, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____