

Mutual NDA (Non-Disclosure/Non-Competition Agreement) (Completed annually by EPC)

This mutual non-disclosure and non-competition agreement will be referred to within the body of this document as the "Agreement". Multi Vision Financial Corporation and any of its subsidiaries, associates, representatives, agents shall be referred to as the "Company" and yourself, as an individual or representative of an organization are referred to as the "Signer." Together the Company and the Parties will be collectively referred to as the Parties.

It is understood and agreed that the Parties to this Agreement between the Company and the Signer, whether in the capacity of an individual, potential employee, other single entity, governmental agency, NGO, or for-profit business entity, would like to provide the other with certain information that may be considered sensitive or confidential in nature for the purpose of for-profit business. Furthermore, the Parties to this Agreement are working or partnering toward a mutual benefit and common goal, and agree not to enter into direct competition within like industry or offer identical or like services or products, unless specifically agreed to. The Parties also agree to not share, sell or otherwise make available to any third parties any proprietary information including: processes, inventions, projects, industry trade secrets, private or business contacts, designs, schematics, drawings, concepts, client lists, suppliers or lists thereof. The Agreement also serves to prevent the solicitation of existing employees while still in employ of the other party and also former employees except in the case that the employee/employer relationship has been terminated for at least Two Years.

To ensure the protection of such information and in consideration of the Agreement to exchange said information, the Parties agree as follows:

1. The "Confidential Information" to be disclosed under this Agreement (understood and agreed to be considered Confidential Information) is described as and includes any of the following:

Technical and business information relating to any intellectual property; proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, proprietary forms and calculators, customers, clients; extended to and including that clients highly sensitive financial or credit information, marketing, and current or future business plans and models, also any physical property including: hard-drives, flash-drives, any computer or paper records regardless of whether such information is designated as Confidential Information at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is:

- (a) Disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or;
- (b) Disclosed by in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.

2. The Parties shall use the Confidential Information only for the purpose, and for no other purpose, then for evaluating and exploring potential business, in any form such as partnership or joint venture, employment and/or investment relationships, and agreed upon authorized business transactions.

3. The Parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, legal counsel and/or other employees that have a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, family or other entity) without prior written consent. A Party shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information:

- (a) That was possessed or received prior to February 22, 2010;
- (b) That becomes a matter of public knowledge through no fault of receiving Party;
- (c) That is rightfully received from a third party not owing a Duty of Confidentiality;
- (d) That is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party; or
- (e) That is independently developed.

5. The Parties warrant that they have the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either Party any rights, licenses or authority in or to the information exchanged, except the limited right to use the Confidential Information as specified in Paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither Party has an obligation under this Agreement to purchase any services, goods, or intangibles from the other Party. Furthermore, the Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

8. Neither Party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either Party's decision to use or rely on any information exchanged under this Agreement.

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching Party shall seek adequate remedy either monetary or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

10. This Agreement states the entire agreement between the Parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of each of the Parties. This Agreement is made under and shall be construed according to the laws of the State of California, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of California, U.S.A.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall remain in force as written and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. In event of a breach, any unenforceable provision(s) or other disagreement, an independent third party mediator or arbitrator (of mutual agreement) located in the State of California, U.S.A., will be sought to bring resolution before any further legal action is pursued.

12. NON CIRCUMVENTION: The parties specifically agree that neither party, either directly or indirectly, shall contact each other's clients or business relationships directly or indirectly via any means or medium, without the expressed consent, pre-knowledge or conference call inclusion of the other party. All such communications shall be in writing with a copy to the other party on ALL such communications except in cases of conference call inclusion. The undersigned shall not directly contact Multi Vision Financial, Inc. financing sources for this, or any future projects in perpetuity once entering into a business relationship, without going through a presiding officer of Multi Vision Financial, Inc. , should an introduction or other contact be made. Multi Vision Financial, Inc. will not directly or indirectly contact the undersigned's clients, vendors, associated sub-contractors, or potential customers without like pre-knowledge, copy or inclusion outside of the normal and customary operations of its business model. Any such act of circumvention may cause significant damage to the other party and will result in swift legal action taken within a court of Law under the jurisdiction of the State of California. This provision will remain in place so long both legal entities remain practicing business.

13. EXCLUSIVITY: Once a project is submitted to **Multi Vision Financial Corporation**, we will present the best suited proposed options to meet the stated goals & needs of the End-User. There will be a **60 DAY PERIOD OF EXCLUSIVITY FOR EACH PROJECT** starting at the date of acceptance (the date when an Estimated Term Sheet is signed and returned by the End-User). During the period of exclusivity the EPC agrees **NOT** to shop, solicit or market the specific job or project for any other financing by any other entity.

WHEREFORE, the Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Installation Partner Signature:		Date:
X		
Name (print):	Position (must be an officer if incorporated):	
Installation Partner Signature:	Date:	
X		
Name (print):	Position (must be an officer if incorporated):	
Multi Vision Financial Corporation (Authorized Signature):		Date:
X		
Name (print):	Position (must be an officer if incorporated):	

(Revised 09.25.15)