

GreenStar Alliance

Confidentiality, Non-Competition, and Non-Solicitation Agreement



This Agreement is made and entered into, as of _____ (“Effective Date”), by and between, Green Star Alliance Limited Liability Corporation a Florida Corporation, (“GSA”), along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities, with a principle place of business at 121 SW 70th St. Ocala, FL 34476 (hereinafter collectively referred to as “Company”), and _____ with a principle place of business at, _____ (hereinafter referred to as “Member” or “you”). In consideration defined under Section 1 below, both parties agree as follows:

1. Consideration. In consideration of the Member executing this Agreement, you shall hold the subscription of “[STANDARD] or [GOLD]” as an at-will member of the GSA and shall receive future discounts and other benefits as stipulated in the GSA Subscription Offering, with your current payment of which during the period of your membership as a condition of this Agreement. You acknowledge the receipt and sufficiency of this consideration. The full list of benefits are listed in Exhibit A.
2. Definition of Confidential Information: “Confidential Information” means (a) any and all information related to Company’s business, and products relating specifically to the Proprietary Technology, including for example and without limitation: a) information concerning research, development, design details and specifications, formulations, components, ingredients, chemical analyses, certificates of analysis, regulatory information or approvals, trade secrets, financial information, procurement sources, manufacturing and assembly information, customer lists, business forecasts, sales information, marketing plans and business plans and (b) any information that may be made known to Member and which Company has received from others that Company is obligated to treat as confidential or proprietary, whether or not marked as confidential.
3. Definition of Proprietary Technology: “Proprietary Technology” means any information related to the Company products, trademarks, software, Internet websites as such specifically relates to its primary construct, replicating member sites, or other related technologies which relate to the applied-for, pending and/or issued patents and trademarks whether or not such are ever issued or upheld to be valid.
4. Nondisclosure, Nonuse and Non-Compete Obligations: For two (2) years from the Effective Date, Member will not use, disseminate or in any way disclose any Confidential Information to any person, firm or business, except to the extent that is unavoidably necessary for the purpose of conducting business with the Company. Furthermore, Member may not disclose the existence of or contents of any negotiations, discussions, contracts or consultations in progress between the parties to any third party without the prior written approval of the Company. Member shall treat all Confidential Information with the same degree of care as Member accords to Member’s own confidential information, and with not less reasonable care. Member shall disclose Confidential Information only to those of its employees or agents who have a need to know such information to assist Member with respect to the Purpose. Member certifies that each such employee or agent will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Member under this Agreement. Member shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Member shall assist Company in remedying any such unauthorized use or disclosure of the Confidential Information.
5. Exclusions from Nondisclosure and Nonuse Obligations: Member’s obligations under Section 4 above (“Nondisclosure, Nonuse and Non-Compete Obligations”) shall not apply to any Confidential Information that Member can document that the Confidential Information:
 - a. is now, or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known or available to the public without breach of this Agreement;
 - b. is known to the Receiving Party at the time of disclosure of such Confidential Information, as demonstrated by competent evidence;
 - c. is furnished to others by the Company without restriction on disclosure;
 - d. is hereafter furnished to the Member by a third party, as a matter of right and without restriction on disclosure, provided that the Member promptly notifies the Company in writing of this third-party disclosure after receipt thereof;
 - e. is independently developed by the Member, provided that the person or persons developing same have not had access to, either directly or indirectly, the same Confidential Information received;
 - f. is made public by Company, either by sale or by printed publications; or
 - g. is disclosed with the written approval of Company.
6. Disclosure Required by Law: A disclosure of any Confidential Information (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Member shall provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure.
7. Ownership and Return of Confidential Information and Other Materials: All Confidential Information, and any Derivatives (defined below) thereof, whether created by Company or Member, shall be the property of Company and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, “Derivatives” shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an

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(MEMBER)



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existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material protected by trade secret, any new material derived from such existing trade secret material, including new material that may be protectable or protected under copyright, patent and/or trade secret laws. Member hereby does and will assign to Company all of Member's rights, title in interest and interest in and to any Derivatives developed by Member during the term of this Agreement. All materials (including, without limitation, documents, drawings, papers, portable electronic media, models, parts, components, digital information, translations, inventories, sketches, designs and lists that Company furnishes to and or develops with Member' assistance (whether or not they contain or disclose Confidential Information) are the property of Company. Within five (5) days after any request by Company, Member shall destroy or deliver to Company, at Company's option, (a) all such Company-furnished materials and (b) all materials in Member's possession or control (even if not Company-furnished) that contain or disclose any Confidential Information. Member will provide Company a written certification of Member's compliance with Member's obligations under this Section.

8. **No Assignment:** Member shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company.
9. **Term:** This Agreement shall govern all communications from Company to Member that are made from the Effective Date until the date on which Member receives from Company written notice that subsequent communications shall not be so governed; provided, however, that Member's obligations under Section 4 ("Nondisclosure, Nonuse and Non-Compete Obligations") shall continue in perpetuity with respect to Confidential Information of Company that Member has previously received unless such obligations no longer apply pursuant to Section 4 ("Exclusions from Nondisclosure, Nonuse and Non-Compete Obligations").
10. **Notices:** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight commercial courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.
11. **Governing Law; Forum; Legal Fees:** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Florida, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Florida, such personal jurisdiction shall be nonexclusive. The choice of venue shall remain with Company. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.
12. **Arbitration and Equitable Relief**
 - A. Except as provided in Section (B) below, the Parties agree that any dispute or controversy arising out of, in relation to, or in connection with this Agreement, or the making, interpretation, construction, performance or breach thereof, shall be finally settled by binding arbitration under the then current rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. The arbitrator may grant injunctive or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award, punitive or exemplary damages against any Party. The costs of the arbitration, including administrative and arbitrator's fees, shall be shared equally by the Parties. Each Party shall bear the cost of its own attorneys, fees and expert witness fees.
 - B. Member agrees that it would be impossible or inadequate to measure and calculate Company's damages from any breach of the covenants set forth in this Agreement. Accordingly, Member agrees that if Member breaches the obligations herein, Company has, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction (temporary, preliminary or permanent), or other interim, ancillary or conservatory remedy or relief, restraining such breach or threatened breach and specific performance of any such provision. Member further agrees that no bond or other security shall be required in obtaining such equitable relief and Member hereby consents to the issuance of such injunction and to the ordering of such specific performance.
13. **Severability:** If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.
14. **Waiver; Modification:** If Company waives any term, provision or Member's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No such waiver shall constitute a waiver of any other or subsequent breach by Member. This Agreement may be modified only if authorized representatives of both parties' consent in writing.
15. **Headings:** The headings used in this Agreement are intended solely for the convenience of reference, and should not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions of this Agreement.
16. **Counterparts, Facsimile, and Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of executed signature pages by electronic or facsimile transmission will constitute effective and binding execution and delivery of this Agreement.
17. **Entire Agreement:** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, written or oral.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

_____	_____
Print Member Name (or Business Name)	Print GSA Authorized Representative Name
_____	_____
Signature	Signature
Title: _____	Title: _____

The GreenStar Alliance is here to serve YOU and, above all, YOUR Customers... And yes, we will find you many new customers as a GreenStar Alliance Member. We are dedicated to honesty and fairness so we will have Policies and Procedure that will be followed by all members to assure our name will be known and loved by all homeowners and customers. As part of our family of Companies, you too can be a part of GreenStar!

Welcome Aboard to the Best Company in America where ALL Things are possible...

You can call us anytime on a 24/7 Basis at (877) 617-HVAC

