

## CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (this “Agreement”), effective as of \_\_\_\_\_ (Date), is by and between Solar Cents LLC, a NJ, LLC(the “Company”) and \_\_\_\_\_, (the “Counterparty”). The Company and Counterparty are each referred to herein as a “Party” and, collectively, as the “Parties”.

**WHEREAS**, the Parties are exploring a possible development services (the “Potential Transaction”) and have disclosed, and intend after the date hereof to continue to disclose, to each other certain confidential information with respect to their respective businesses and the Potential Transaction;

**WHEREAS**, the Parties wish to protect and preserve the confidential nature of such information.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Counterparty hereby agree as follows:

1. **Confidential Information**. When used herein, the term “Confidential Information” shall include, without limitation, any and all information that (A) the disclosing Party or any of its Representatives provides or has provided to the receiving Party or its Representatives, whether written, oral, or electronic and/or (B) relates to the Potential Transaction, including, without limitation, all analyses, compilations, reports, forecasts, studies, samples and other documents prepared by or for the receiving Party which contain or otherwise reflect or are generated from such information. Notwithstanding the foregoing, the term “Confidential Information” shall not include information that (i) is available to the public other than as a result of a breach of this Agreement by the receiving Party, (ii) is independently developed or derived by the receiving Party without the use of or reference to Confidential Information, or (iii) is obtained, after the date hereof, by the receiving Party from another party who is lawfully in possession of such information and not prohibited from disclosing such information by a contractual, legal or fiduciary obligation to the disclosing Party or its Representatives.

2. **Use of Confidential Information**. The receiving Party hereby agrees that the Confidential Information of the disclosing Party shall be used by the receiving Party solely for the purpose of evaluating the Potential Transaction and for no other purpose. In addition, the receiving Party agrees not to disclose Confidential Information to any person and agrees to keep the Confidential Information confidential; *provided, however,* that the Confidential Information may be disclosed to the directors, officers, employees, agents, lenders, financing sources, auditors and advisors (including without limitation, financial advisors, consultants, attorneys and accountants) (such persons collectively being generally referred to herein as “Representatives”) of the receiving Party solely to the extent necessary to permit such Representatives to assist or advise the receiving Party in connection with its evaluation of any such Potential Transaction, it being agreed that such Representatives shall be informed of the confidential nature of such information and that before receiving any such information such Representatives shall have agreed to be bound by the provisions of this Agreement as if parties hereto. The receiving Party agrees to take all

customary measures to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those of its Representatives authorized by this Agreement to have the Confidential Information. Such efforts shall be no less than that employed by the receiving Party to protect its own confidential information. Each Party shall be responsible for any breach of this Agreement by any of its respective Representatives.

3. **Communication Regarding the Transaction.** Notwithstanding anything herein, without the prior written consent of the other Party, each of the Counterparty and the Company agrees that it shall not, and shall cause its Representatives not to, disclose to any person (including, without limitation, any prospective equity participant) the fact that it has received any Confidential Information, that any investigations, discussions or negotiations are taking place concerning a Potential Transaction or any of the terms, conditions or other facts with respect to any such Potential Transaction, including the status thereof, *provided, however,* that in the case of the Company the foregoing information may be disclosed to the extent that the Company determines consistent with its investor reporting practices.

4. **Compulsory Disclosure of Confidential Information.** In the event that the receiving Party or its Representatives are requested or required by law, regulation or legal or regulatory process to disclose any Confidential Information, the receiving Party shall (i) give the disclosing Party prompt written notice of such request and the documents requested thereby so that the disclosing Party may seek an appropriate protective order or other remedy, (ii) take all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that the Confidential Information not be disclosed to non-parties or the public, and (iii) cooperate with the disclosing Party to obtain such protective order or other remedy. It is further agreed that, if in the absence of a protective order the receiving Party is nonetheless compelled to disclose Confidential Information to any person or tribunal, the receiving Party shall furnish only that portion of the Confidential Information which, on the advice of its legal counsel, is legally required to be disclosed and shall use its best efforts to obtain assurances that confidential treatment shall be accorded such information.

5. **No Representations or Warranties.** Each Party acknowledges and agrees that neither Party or any of its Representatives are making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and none of the Parties, any of their respective subsidiaries or any of their respective Representatives shall have any liability to the other Party or any other person or entity resulting from use of the Confidential Information by such Party or any of its Representatives.

6. **Return, Destruction or Erasure of Confidential Information.** At any time upon the disclosing Party's request, the receiving Party shall promptly return to the disclosing Party or destroy all tangible material of any type containing or reflecting any information, knowledge or data contained in the Confidential Information (whether prepared by the Company, the Counterparty or any Representative, and to the extent that such information is in the possession of any of its Representatives, the receiving Party shall cause such Representative to return or destroy such information), and confirm in writing to the disclosing Party that such material has been destroyed. The receiving Party and its Representatives shall not retain any copies, extracts or other reproductions, in whole or in part, of such material. Nonetheless, the receiving Party may

retain one copy of Confidential Information for purposes of defending any legal proceeding, as is required to be maintained in order to satisfy any law, rule or regulation to which it is subject or any internal document retention policy or to the extent such information is maintained in electronic backup storage or similar systems which are not readily accessible. Notwithstanding the return, destruction or retention of any such material, the receiving Party and its Representatives shall continue to be bound by the confidentiality and other obligations under this Agreement.

7. **Use of Confidential Information.** The receiving Party agrees that it shall not use the Confidential Information of the disclosing Party in any way that is directly or indirectly detrimental to the disclosing Party.

8. **Legal and Equitable Duties.** Except as provided in this Agreement, no legal or equitable duties, responsibilities or rights are created hereby, and nothing in this Agreement nor any conduct of the Parties (other than the execution of a Definitive Agreement) shall constitute a binding offer or agreement in regard to the Potential Transaction. For purposes of this Agreement, the term "Definitive Agreement" shall mean any written definitive agreement concerning the Potential Transaction that has been executed by and delivered to the parties thereto; provided, that any executed letter of intent, bid letter or any other written agreement preliminary to such Definitive Agreement shall not be considered a Definitive Agreement for purposes of this Agreement.

9. **No Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any State or Federal court sitting in the Southern District of New York over any suit, action or proceeding arising out of or relating to this Agreement. The Parties hereby agree that service of any process, summons, notice or document by U.S. registered mail addressed to such Party at the address set forth below on the signature pages hereto shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suits, action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon it and may be enforced in any other courts to whose jurisdiction such Party is or may be subject by suit upon such judgment. THE PARTIES HERETO IRREVOCABLY WAIVE TRIAL BY JURY.

11. **Remedies.** Each Party acknowledges that, in the event of its or its Representatives breach or threatened breach of any of the provisions of this Agreement, the disclosing Party may sustain great and irreparable injury and damage. Therefore, in addition to any other remedies which the disclosing Party may have under this Agreement, at law, or otherwise (which the disclosing Party does not waive by the exercise of any rights hereunder), the disclosing Party may be entitled to an injunction issued by any court of competent jurisdiction restraining such breach or threatened breach and the receiving Party hereby waives any requirement for the

securing or posting of any bond or the showing of actual monetary damages in connection with such claim. This paragraph shall not, however, be construed as a waiver of any of the rights which the disclosing Party may have for damages or otherwise. In the event of any litigation regarding or arising from this Agreement, the prevailing Party shall be entitled to recover its reasonable expenses, attorneys' fees and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

12. **Assignment.** The terms, conditions and covenants of this Agreement shall be binding upon each Party, its Representatives, and each of its respective successors. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which may be withheld, delayed or conditioned in its sole discretion, and any purported assignment in violation of this Section 12 shall be null and void; *provided, however,* that Company may assign its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce the terms of this Agreement) to any fund it manages or to any person who enters into a Potential Transaction or to any affiliate of the Company that directly or indirectly is controlled by the Company.

13. **Entire Agreement; Severability.** This Agreement is intended by the Parties hereto as the final expression of their understanding as to the subject matter herein and is the complete and exclusive statement of the terms hereof notwithstanding any oral representation or statements to the contrary heretofore made. No modifications or amendments of this Agreement or waiver of the terms and conditions hereof shall be binding upon either Party or its successors unless approved in writing and executed by the Parties to this Agreement. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. **Term.** This Agreement shall terminate two (2) years from the date of this Agreement; provided, however, that the confidentiality obligations pursuant to Section 6 shall survive any expiration or termination of this Agreement indefinitely.

15. **Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the date first written above.

Solar Cents LLC  
5 Sicamac Rd ste 231  
North Haledon, NJ 07508

By: \_\_\_\_\_

Name: Chris Gorga  
Title: Managing Member

Counterparty: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title: