

Mutual Non-Disclosure Agreement

Party A

E2B4 Corp, a New Mexico corporation whose principal place of business is 120 Newport Center Dr, Suite 300, Newport Beach, CA 92660, USA, and its affiliates and subsidiaries, including, but not limited to Roswell Information Park LLC and Chaves Power Once LLC ("E2B4").

— and —

Party B

_____, a _____ entity whose principal place of business is _____ ("COMPANY").

This Agreement confirms the obligations of COMPANY to E2B4 and the obligations of E2B4 to COMPANY regarding confidential information provided or made available by either party to the other party in connection with each party's interest in evaluating and discussing the possibility of entering into a potential business arrangement with the other party with respect to solar energy and other infrastructure and technology ventures.

For the purposes of this Agreement, "Confidential Information" includes any and all proprietary information of one party disclosed to the other party including, without limitation, any and all technical, financial, or commercial information, know-how and trade secrets or other similar information of any description of E2B4 or COMPANY, as well as any and all data, specifications and technical and other information related to, and any and all information relating to the status of investigations being conducted in respect of any products, projects, technologies or processes of or being pursued by E2B4 or COMPANY, whether such information is disclosed in writing, orally, visually, or in the form of magnetic recording or other machine readable form.

By your acceptance of the terms of this Agreement, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), E2B4 and COMPANY agree to receive and maintain all Confidential Information in the strictest of confidence. For greater certainty, each party agrees that it will not disclose or permit to be disclosed, Confidential Information to any third party. Access to the Confidential Information will be restricted by the receiving party to those officers, employees, representatives, consultants and agents who are directly concerned with the use of the information in the course of their work and for the purpose set forth herein and who have been informed of the restrictions on use and disclosure and have agreed to abide by the terms of this Agreement prior to the receipt of such Confidential Information.

Notwithstanding the foregoing, the confidentiality and non-disclosure obligations of E2B4 and COMPANY hereunder will not apply to Confidential Information that the receiving party can demonstrate, through written business records:

1. is or becomes generally available to the public other than as a consequence of a breach of the obligations of confidentiality under this Agreement;

2. is or becomes available to the receiving party on a non-confidential basis and not in contravention of applicable law from a third party which has represented to the receiving party (and which the receiving party has no reason to disbelieve after due inquiry) that it is not under a confidentiality obligation to the disclosing party and is entitled to disclose such information to the receiving party;
3. is known by the receiving party prior to the disclosure of the Confidential Information without any other obligation of confidentiality to the disclosing party;
4. the disclosure of which is required by law, provided that if the receiving party is required by law to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt written notice thereof in order to enable the disclosing party to seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained for whatever reason, the receiving party will furnish only that portion of the information that it is advised by opinion of counsel that it must disclose; or
5. that is discovered or created and developed by or on behalf of the receiving party without breach of the obligations contained within this Agreement and without reference to any Confidential Information of the disclosing party.

If the receiving party is requested pursuant to, or required by, applicable law or legal process to disclose any Confidential Information, the existence of this Agreement or any of the terms hereof, the receiving party will provide the disclosing party with prompt notice of such request or requirement in order to enable the disclosing party to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The receiving party will not oppose any action by the disclosing party to seek a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the disclosing party, such disclosure is required; receiving party will use its best efforts to ensure that the disclosure will be afforded confidential treatment.

It is understood that, in the course of disclosing Confidential Information, the disclosing party will endeavour to identify such information as confidential, provided always that a failure to so identify such Confidential Information will not relieve the receiving party of its obligations hereunder.

All Confidential Information and all copies thereof will be and remain the property of the disclosing party and will be returned to the disclosing party upon the cessation of business relations with the receiving party, or forthwith upon demand. Notwithstanding the preceding sentence, and provided the receiving party preserves the confidentiality of the Confidential Information in accordance with this Agreement, receiving party and its representatives shall not be obligated to erase Confidential Information contained in the receiving party's previously established archived computer backup system operating in the ordinary course of business. It is understood that the disclosure of Confidential Information to the receiving party will not be construed as granting to the receiving party any license or rights in respect thereof.

Both E2B4 and COMPANY agree that the Confidential Information will not be used by the receiving party or its agents or representatives for any purpose other than the evaluation of the potential business opportunity or transaction presented by each party.

Both E2B4 and COMPANY further agree that, during the term of this Agreement and for a period of two (2) years following the date of last disclosure of Confidential Information, neither party will, directly or indirectly, circumvent, avoid, bypass, or obviate the other party by contacting, soliciting, negotiating, or entering into any agreement or arrangement with any customer, tenant, landowner, gas supplier, pipeline operator, equipment vendor, EPC contractor, lender, investor, governmental authority, or other third party that is identified, introduced, or otherwise made known to the receiving party by or through the disclosing party in connection with the Confidential Information or the potential business arrangement contemplated by this Agreement, for the purpose of avoiding payment of any fee, commission, profit, or benefit properly due to the disclosing party or otherwise depriving the disclosing party of the anticipated benefit of a relationship the disclosing party has developed with such third party. This non-circumvention obligation applies whether or not the parties enter into a definitive agreement with each other and is in addition to, and not in lieu of, the confidentiality and non-use obligations set forth above in this Agreement.

A receiving party will notify the disclosing party of the existence of any unauthorized possession or use of the disclosing party's Confidential Information promptly after discovery of any unauthorized disclosure, possession, or use of that Confidential Information by any person or entity, and of the circumstances surrounding that unauthorized disclosure, possession or use. The receiving party will co-operate with the disclosing party, at the disclosing party's expense unless the receiving party was at fault for the unauthorized disclosure, to stop that unauthorized disclosure, possession or use. If the unauthorized disclosure is made by a person or entity to whom the receiving party had made the disclosure, then the receiving party will take all legally available action, in law and in equity to stop any further disclosure, to the extent that the receiving party fails to stop any unauthorized disclosure forthwith after demand by the disclosing party, the receiving party will assign to the disclosing party all rights necessary to stop the unauthorized disclosure.

Each party acknowledges that the other Party is or may be currently active in the pursuit of investments in or transactions concerning solar projects which may involve competition with each other based upon information already in the possession of the recipient. Nothing in this Agreement will prevent either party from owning, acquiring or developing these businesses, including businesses to which the Confidential Information may relate in conjunction with the disclosing party, alone, or in conjunction with third parties, provided that the confidentiality provisions of this agreement are not breached.

This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information and neither party will be entitled to rely on the accuracy or completeness of the Confidential Information or any of it, except as otherwise may be provided in specific representations and warranties in a definite agreement entered into by the parties. Neither party will be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.

Each party will indemnify and save harmless the other party from and against all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind including all legal fees and costs on a solicitor and client basis resulting from any breach of this Agreement by the indemnifying party or any of its representatives.

E2B4 and COMPANY acknowledge that, in the event of any breach of the provisions of this Agreement, the disclosing party might not be fully or adequately compensated by recovery of damages alone. Accordingly, E2B4 and COMPANY agree that, in addition to any other relief to which the disclosing party

may become entitled, the disclosing party will be entitled to temporary and permanent injunctive and other equitable relief, and that evidence of any breach of this Agreement will constitute, for the purposes of all judicial determinations of the issues of injunctive relief, conclusive proof of all elements necessary to entitle the disclosing party to temporary and permanent injunctive relief against the receiving party.

This Agreement will be governed by and construed in accordance with the laws of the State of New Mexico and the federal laws of the United States, and E2B4 and COMPANY hereby attorn to the exclusive jurisdiction of the Courts of New Mexico and irrevocably submit to the jurisdiction of any court sitting in the State of New Mexico over any suit, action or proceeding arising out of or relating to this Agreement.

The obligations of E2B4 and COMPANY hereunder will survive and remain in full force and effect in respect of each item of Confidential Information for a period of one (1) year from the date of disclosure of such Confidential Information by the disclosing party to the receiving party.

The rights and obligations of E2B4 and COMPANY under this Agreement will be binding on each party and each party's respective heirs, successors and permitted assigns.

Should any part of this Agreement be for any reason declared invalid by any Court of competent jurisdiction, such decision will not affect the validity of the remaining portion hereof, which remaining portion will remain in full force and effect to the fullest extent provided by law.

This Agreement may be signed in counterparts and electronically via portable document file (PDF) and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same document.

Signature Page

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective signatures as of the day, month and year first above written.

For E2B4 Corp

Date: _____
Signature: /s/ Christian Kameir
Name: Christian Kameir
Title: Managing Director

For COMPANY

Signature: _____
Company: _____
Date: _____
Name: _____
Title: _____
Email: _____