

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT (the "Agreement") is made this _____ day of _____ month and _____ year (the "Effective Date"), by and between **Solar-OverSight Co.** and _____ collectively referred to as "the parties" or individually as 'party'. In order to fully evaluate a possible business relationship (the "Purpose"), the parties desire to obtain from each other certain information, which each party considers proprietary and confidential regarding its business (the "Confidential Information"). In consideration of the Purpose, the parties agree:

1. In connection with negotiations and discussions between the parties regarding certain project development, joint venture opportunities, Internet based energy business, financing programs ("Subject Matter"), each party may wish to disclose certain of its proprietary or trade secret information ("Information") to the other party on a confidential basis. The disclosing party may consider such Information proprietary under this Agreement either because it has developed the Information internally, because it has received the Information subject to a continuing obligation to maintain the confidentiality of the Information, or because of other reasons. The disclosing party may consider such Information as a trade secret because such Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use.
2. When Information deemed to be proprietary or a trade secret is furnished in a tangible form, the disclosing party shall mark the Information in a manner to indicate that it is considered proprietary, confidential, a trade secret or otherwise subject to limited distribution as provided herein. If the Information contains a trade secret, that fact shall be prominently marked on the document. When Information deemed to be proprietary is provided orally, the disclosing party shall, at the time of disclosure, clearly identify the information as being proprietary, confidential, a trade secret or otherwise subject to limited distribution as provided herein. In addition, the existence and terms of this Agreement, and the fact and substance of discussions and correspondence between the parties concerning the Subject Matter, shall be deemed proprietary Information. The disclosing party makes no representation or warranty (express or implied) to the receiving party as to the accuracy, quality and completeness of the Information, except that the disclosing party has the right and authority to disclose such information.
3. With respect to Information disclosed under this Agreement, the receiving party, its employees, and employees of its affiliated companies shall:
 - a. Hold the Information in confidence, exercising a degree of care not less than the care used by the receiving party to protect its own proprietary or confidential information that it does not wish to disclose;
 - b. Restrict disclosure of the Information solely to those directors, officers, employees, and/or agents, consultants and professional advisors with a need to know and not disclose it to any other person;
 - c. Advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and,
 - d. Use the Information only in connection with the evaluation of the Subject Matter, except as may otherwise be mutually agreed upon in writing.
4. The Information shall be deemed the property of the disclosing party and, upon request, the receiving party will return all Information received in tangible form (and marked proprietary or confidential) to the disclosing party or will destroy all such Information (whether tangible or intangible) at the disclosing party's direction. If the receiving party loses or makes an unauthorized disclosure of the disclosing party's Information, it shall notify the disclosing party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.
5. The receiving party shall have no obligation to preserve the proprietary nature of any Information which:
 - a. Was previously known to the receiving party free of any obligation to keep it confidential;
 - b. Is or becomes publicly available through an unauthorized disclosure not due to the actions or omissions of the receiving party;
 - c. Is developed by or on behalf of the receiving party independent of any Information furnished under this Agreement;
 - d. Is received from a third party whose disclosure does not violate any confidentiality obligation; or

- e. Is disclosed to a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the receiving party to the disclosing party under this Agreement of any such requirement or request in order to permit the disclosing party to seek an appropriate protective order or exemption from such requirement or request.
6. Non-circumvention and exclusivity: "Protected Entity" shall mean a third party known to one Party (the "Disclosing Party") and introduced to the other Party (the "Receiving Party") at the request of the Receiving Party provided, however, that the Receiving Party did not have a business relationship with such third party prior to the Effective Date of this Agreement. A Receiving Party agrees that it will not, without the prior written consent of the Disclosing Party, directly or indirectly circumvent, attempt to circumvent, or enter into any agreement or understanding with any person or party that would have the effect of circumventing the rights of the other Party pursuant to this Agreement. Specifically, the Receiving Party agrees that between the date it is introduced to a Protected Entity and for a period of one(1) year after the termination of this Agreement (the "Restricted Period"), it will not either alone or jointly with others, whether as principal, agent, manager, shareholder, independent contractor or in any other capacity, directly or indirectly, through any other person, for its own benefit or that of others at any time during the Restricted Period, enter into any agreement or transaction with any Protected Entity without the written permission of the Disclosing party.
 7. Neither this Agreement, nor the disclosure of Information under this Agreement, nor the ongoing discussions and correspondence between the parties, shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies, if any, regarding the Subject Matter. The parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them without execution of such separate written agreement.
 8. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.
 9. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law principles.
 10. Disclosures of Information under this Agreement may take place for a period (the "Information Disclosure Period") of one (1) year after the date of this Agreement. The obligations of the parties contained in Paragraphs 3 and 4 shall survive and continue beyond the expiration of the Information Disclosure Period indefinitely with regard to information designated as a trade secret and for a period of two (2) years with regard to all other Information.
 11. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by the disclosing party may be difficult if not impossible to ascertain, and that the disclosing party may seek injunctive relief as well as monetary damages against the receiving party in the event of a breach of this Agreement.
 12. This Agreement constitutes the entire understanding between the parties with respect to the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile signatures to this agreement shall be deemed to be binding upon the parties.
 14. Any notice, consent, authorization or other communication to be given hereunder will be in writing and will be deemed duly given and received when delivered personally, when transmitted by electronic mail (e-mail), or one (1) day after being sent by a nationally recognized overnight delivery service, properly addressed to the party to receive such notice, at the following address for such party (or at such other address as will hereafter be specified by such party by like notice):

If to: Solar-OverSight Co.

Willis White
 5450 Bacon Road
 Oakland, CA 94619
 Willis.white@comcast.net

If to: Company _____

Sign _____
 Print _____
 Position _____
 Address _____

415-596-6910

Phone _____
Email _____