

# **NON-DISCLOSURE and SALES AGREEMENT**

**Re:** \_\_\_\_\_

This Non-Disclosure Agreement is made and effective this Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**BETWEEN:** Solution Hybrid LLC. (The Company) Located at:  
480 Yorkshire St. Port Charlotte, Fl 33954 (941) 255-6904 and  
2145 Coachman Ave, Port Charlotte, Fl 33952 (941) 628-6000

**AND:** The Signatory \_\_\_\_\_  
Printed name

Address \_\_\_\_\_  
Please Print Street Address

\_\_\_\_\_  
Please Print City State & Zip

## 1. ACCESS TO CONFIDENTIAL INFORMATION

The signatory understands that he/she may be given access to confidential information belonging to the Company through his/her relationship with the Company or as a result of his/her relationship with the Company along with the disclosure of sensitive documents presented and or accessed at any of the Company's premises.

## 2. NATURE OF CONFIDENTIAL INFORMATION

The Signatory understands and acknowledges that the Company's trade secrets consisting of information and materials that are valuable and not generally known to the Company's competitors. The Company's trade secrets include:

- Any and all information concerning the Company's current or future proposed products, including, but not limited to, unpublished computer code, (both source and objective code) drawings, specifications, sketches, note book entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.
- Information and materials relating to the companies purchasing, accounting and marketing; Including but not limited to, marketing plans, sales data, unpublished promotional materials, cost and pricing information and customer lists.
- Information of the type described above which the Company obtained from another party and which the Company treats as confidential, whether or not owned or developed by the Company.

### 3. SIGNATORY OBLIGATION

In consideration of being given access to the Company's sensitive information and facilities the Signatory agrees to hold in the strictest confidence, any and all trade secrets or confidential information disclosed to him/her. The Signatory agrees not to remove any document, equipment or materials from the Company premises without the express permission of the Company's written permission. The Signatory will not photograph or otherwise record any information to which he/she may have access to during his/her visit to the facility.

The Signatory agrees not to reveal or discuss any of the aforementioned information to any persons other than those authorized by the Company.

### 4. BINDING AGREEMENT

This agreement is binding on the Signatory his/her heirs, executors, administrator's assigns; and insures to the benefit of the Company, its successors and assigns.

### 5. SALES

It is further agreed that the 2.0 Solution Co. shall be the sole beneficiary of any and all proceeds from the sales of this product and that the Signatory is entitled to a commission of \_\_\_\_\_% of any gross sales generated by the Signatory on behalf of the Company.

### 6. ENTIER AGGREEMENT

This agreement constitutes the entire understanding between the Company and the Signatory with respect to the subject matter. It supersedes all earlier representations and understandings, whether oral or written.

IN WHITNES THEREOF the Company and Signatory have executed this agreement at

( \_\_\_\_\_ ) ( \_\_\_\_\_ ) on Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Place of execution City, State

The Company:

The Signatory:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title