

NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into effective as of the ____ day of _____, 2022, by and between ***AWE INDUSTRIES LLC***, a Nevada limited liability company, with its principal place of business located at 4804 Laurel Canyon Boulevard, Suite #530, Valley Village, California 91607 ("Company"), and

_____, a _____, herein referred to as "*Reviewer*," with its principal place of business located at

_____, the Company and Reviewer each a "Party" and together "the Parties".

R E C I T A L S

A. WHEREAS, the Company ("Disclosing Party") is engaged in the business of the development, construction, sales, distribution, placement, advertising, and marketing of the Atmospheric Wind Extractor, aka the AWE, (the "Business") and is the owner of certain confidential and proprietary information related thereto;

B. WHEREAS, the Company wishes to permit Reviewer to evaluate the confidential or proprietary information for a possible business, investment, financing, or other relationship between the parties ("Business Relationship"), and Reviewer wishes to review such information for the sole purpose of such an evaluation; and

C. WHEREAS, the Parties desire to enter into this Agreement to (i) define and protect their rights and obligations with respect to the Confidential Information (as hereinafter defined) and (ii) memorialize their agreement with respect to certain other matters set forth herein.

In consideration of the Company's provision of access to certain Confidential Information (as hereinafter defined) in order to permit Reviewer to evaluate a potential Business Relationship between the Parties and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information

1.1 The term "Confidential Information", as used in this Agreement, shall mean, by means of illustration, but not limitation, all business plans, marketing plans, non-public financial data, forecasts, budgets, prices, cost information, personnel data, licenses, inventions, products, formulae, methods, techniques, compositions, projects, developments, technical plans, vendor information, customer information, apparatus, equipment, trade secrets, processes, research information, reports, clinical data, computer programs, software, software documentation, hardware design, technologies, design specifications, drawings, other technical documents, proprietary rights and information, and all information and compilations of information relating

to the business, technical or financial affairs of the Disclosing Party or its subsidiaries, affiliates, clients, potential clients, suppliers or potential suppliers, as well as all information and materials furnished by any of Company's clients in connection with the services rendered by Company to any of its clients, provided by Disclosing Party to Reviewer, in whatever form disclosed, maintained, stored or recorded, including written or graphic form or in any other tangible or electronic form, and shall include without limitation, all reproductions of Confidential Information, whether by print, electronic media, photography, xerography, manufacture or any other means of duplication known or unknown.

1.2 The following information shall not be deemed to be Confidential Information: (1) information which is then already in the possession of Reviewer and not under a duty of non-disclosure; (2) information received by Reviewer from a third party –unless such party is under a duty of non-disclosures; (3) information which is independently developed by the Reviewer without any reliance on or reference to any of the Confidential Information; (4) information which is approved in writing in advance by the Company for unrestricted release to third parties; (5) information which is disclosed by the Company pursuant to the lawful requirement of a governmental agency or order of a court, without a protective order or similar restriction; and (6) information which is or becomes publicly available, without restriction, through no fault of the Reviewer.

1.3 Subject only to Section 1.2, it is understood and agreed that all oral or written information provided to Reviewer shall be deemed to be Confidential Information unless it is stamped non-confidential or is otherwise identified in writing by Company within thirty (30) days of its transmittal that said information is not confidential.

2. Obligations: Communications and Use

2.1 Confidential Information may be used by the Reviewer solely for the purpose of evaluation of a potential Business Relationship between the Parties and for no other purpose, and may not be disclosed by the Reviewer except as specifically permitted herein.

2.2 The Reviewer shall use the same degree of care, but never less than a commercially reasonable standard of care, to prevent the unauthorized disclosure or dissemination of Confidential Information as it does to safeguard its own confidential and/or proprietary information.

2.3 The Reviewer shall not make any copies, photocopies, or other reproductions of the Confidential Information, or any portions thereof, without the prior written consent of the Company, except for its Representatives (as hereinafter defined) as permitted herein.

2.4 The Reviewer shall not attempt to duplicate or determine the specifications of the Confidential Information, or any portions thereof.

2.5 The Reviewer may not share the Company's Confidential Information with or disclose it to any person or entity, except its affiliates, officers, directors, advisors, counsel, accountants, or employees ("Representatives") who have a need to know for purposes of Reviewer evaluating the potential Business Transaction and who agree to keep such information

confidential and to be bound by this Agreement to the same extent as if they were parties hereto. Reviewer will be responsible for any breach of this Agreement by any of its Representatives.

2.6 All tangible expressions of Confidential Information shall remain the property of the Company and/or Company's clients, and all such information and copies thereof shall be immediately returned to the Company at the Company's request. In the event no Business Relationship is ever consummated between the Parties, as and when determined by the Company in its sole discretion, the Reviewer shall immediately return to the Company or destroy all of Company's Confidential Information, including without limitation any and all copies thereof, such destruction or return being at the Company's option and direction.

2.7 In the event the Reviewer undertakes any work or services of any kind in furtherance of its evaluation of the Confidential Information, improvements, processes, methods, trade secrets made or developed by the Reviewer, solely or jointly with others, which depends upon knowledge of the Confidential Information, shall remain the sole property of the Company or its clients. The Reviewer shall disclose to the Company all such improvements, processes, methods, trade secrets, and shall execute any and all documents which may be reasonable or necessary to secure to the Company and/or its client all right, title and interest in any such matters in the United States and throughout the world.

2.8 No license, title, or right with respect to any Confidential Information is granted by either the Company or its clients to the Reviewer under any trademarks, trade secrets, or otherwise.

3. Duration

Unless mutually agreed otherwise in writing, the Reviewer's obligations under this Agreement with respect to each item of Confidential Information shall expire seven (7) years from the date of receipt.

4. Term

This Agreement shall be effective as of the date stated above and shall not expire until all of the Company's and Reviewer's obligations hereunder have been fully completed. Any return or destruction of Confidential Information by Reviewer in accordance with this Agreement shall not affect Reviewer's obligation to maintain the confidentiality of the Confidential Information it received for the period set forth in Section 3.

5. Return or Destruction of Information

In the event that a Business Relationship between the parties is consummated and subsequently terminated, Reviewer will immediately return to Company all of the Confidential Information as defined herein that has been delivered or is in the possession of Reviewer. Either party may request that information belonging to it shall be destroyed rather than returned, and in the event that such information is destroyed, Reviewer shall promptly certify to such destruction in writing.

6. Miscellaneous

6.1 Reviewer hereby acknowledges and agrees that the Company would be irreparably injured by a breach of this agreement by Reviewer or its Representatives and that money damages are an inadequate remedy for an actual or threatened breach of this agreement because of the difficulty of ascertaining the amount of damage that will be suffered by the Company in the event that this agreement is breached. Therefore, Reviewer agrees to the granting of specific performance of this Agreement and injunctive or other equitable relief in favor of the Company as a remedy for any such breach, without proof of actual damages, and Reviewer further waives any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for Reviewer's breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the Company.

6.2 In the event that the Reviewer or any of its Representatives is required, based on the written opinion of the Reviewer's outside legal counsel, to disclose all or any part of the information contained in the Confidential Information under the terms of a valid and effective subpoena or order issued by a court, governmental body of competent jurisdiction or stock exchange, the Reviewer agrees to immediately notify the Company of the existence, terms and circumstances surrounding such a request, so that it may seek an appropriate protective order and/or waive the Reviewer's compliance with the provisions of this agreement (and, if the Company seeks such an order, to provide such cooperation as the Company shall reasonably request at the Company's expense). In the event that such protective order or other protection is denied and that or any of its Representatives are nonetheless legally compelled to disclose such information, it or its Representatives, as the case may be, will furnish only that portion of the Confidential Information Reviewer's outside legal counsel advises it in a written opinion is legally required and will exercise all best efforts to preserve the confidentiality of the remainder of the Confidential Information. In no event will Reviewer or any of its Representatives oppose action by the Company to obtain a protective order or other relief to prevent the disclosure of the Confidential Information or to obtain reliable assurance that confidential treatment will be afforded the Confidential Information.

6.3 This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the principles of conflicts of laws in any jurisdiction. Each Party consents and submits to the exclusive jurisdiction of the courts of the State of New York located in the Borough of Manhattan in New York City and the courts of the United States located in the Borough of Manhattan in New York City in the State of New York for the adjudication of any action or legal proceeding relating to or arising out of this Agreement and the transactions contemplated hereby (and each Party agrees not to commence any action or legal proceeding relating thereto except in any such court). Each Party hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue in such courts and agrees not to plead or claim in any such court that any such action or legal

proceeding brought in any such court has been brought in an inconvenient forum. Each Party hereby agrees that service of any process, summons, notice or document by U.S. registered mail addressed to such Party shall be effective service of process for any such suit, action or proceeding brought against such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject by suit upon such judgment.

6.4 EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.5 The parties agree that a breach of any part of this Agreement by the Reviewer shall cause immediate and irreparable injury to the Company and/or its clients due to the unique and sensitive nature of the Confidential Information.

6.6 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations and warranties among the parties other than those set forth or referred to herein.

6.7 Except as set forth in this Agreement, whether the transactions contemplated hereby are consummated or not, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

6.8 All notices hereunder shall be deemed sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented overnight delivery service, or to the extent receipt is confirmed, facsimile or other electronic transmission service to the appropriate address or number as set forth above or at such other address and to the attention of such other person as the parties may hereafter designate by written notice.

6.9 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 The Section and other headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All references to Sections contained herein mean Sections of this Agreement unless otherwise stated. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

6.11 This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought. Either Party hereto may, only by an instrument in writing, waive compliance by the other Party hereto with any term or provision of this Agreement. The waiver by any Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

6.12 If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless

continue in effect.

6.13 Reviewer understands and acknowledges that Company has neither made nor makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information.

6.14 Each Party hereto has taken all necessary action to authorize such party to enter into and perform under this Agreement. Each Party hereto represents and warrants that nothing contained in this Agreement violates or conflicts with any agreement, contract or understanding to which such party or its properties is subject, or any law, rule, regulation or order, or to any of the charter documents or internal policies or procedures of such party. Each person whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed.

6.15 This Agreement and/or any amendments to 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 instrument. This Agreement is effective when each Party has received an executed version transmitted to such Party via facsimile by the other Party.

IN WITNESS THEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AWE Industries LLC:



By:
Brian Keith Tochi
Managing Member

REVIEWER:

By: _____

Date: _____

Printed Name: _____