

## CONFIDENTIALITY AGREEMENT

*In this agreement, the party who owns the Confidential Information will be referred to as "Dennis Liljegren, "The Information Owner", and the party to whom the Confidential Information will be disclosed when provided with the Username and Password by email from The Information Owner to access the "Secure Info" tab of the [www.vaxispower.com](http://www.vaxispower.com) website will be referred to as "The Recipient."*

*The Information Owner is engaged in the development of innovative improvements and new designs associated with a vertical axis wind turbine has requested that The Recipient will protect the confidential material and information which may be disclosed between The Information Owner and The Recipient. Therefore the parties agree as follows:*

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to The Information Owner, whether or not owned or developed by The Information Owner, which is not generally known other than by The Information Owner and which The Recipient may obtain through any direct or indirect contact with The Information Owner.

A. Confidential Information includes without limitation:  
Drawings, written concepts, business records, and other Proprietary Information belonging to the "Information Owner."

B. Confidential Information does not include:  
Any other information that both parties agree in writing is not confidential.

### **II. PROTECTION OF CONFIDENTIAL INFORMATION.**

The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by The Information Owner by the investment of significant time, effort and expense, and that the Confidential information is a valuable, special and unique asset of The Information Owner which provides The Information Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, The Recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of The Information Owner. In addition, The Recipient agrees that:

- A. **No Copying/Modifying:** The Recipient will not copy or modify any Confidential Information without the prior written consent of The Information Owner.
- B. **Application to Employees or Associates.** Further, The Recipient shall not disclose any Confidential Information to any employees or associates of The Recipient, except those employees or associates who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement.
- C. **Unauthorized Disclosure of Information.** If it appears that The Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, The Information Owner shall be entitled to an injunction to restrain The Recipient from disclosing, in whole or in part, the Confidential Information. The Information Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**III. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of The Information Owner, The Recipient shall return to The Information Owner all written materials, and Drawings containing the Confidential Information. The Recipient shall also deliver to The Information Owner written statements signed by The Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**IV. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**V. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. The Information Owner MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE INFORMATION OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Information Owner does not represent or warrant any product or business plans disclosed to The Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by The Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of The Recipient.

**VI. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. The Recipient acknowledges that, as between The Recipient and The Information Owner, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of The Information Owner, even if suggestions, comments, and/or ideas made by The Recipient are incorporated into the Confidential Information or related materials.

**VII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Texas. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.