



Mutual Confidentiality Agreement

Date: _____

This Agreement (“Agreement”) is entered into as of July 14, 2014 (“Effective Date”) by and between (“Party A”) **Green Energy Money Inc.**, (GEM), a Texas Corporation and EQS, Inc. a Delaware Corporation having their principal address at 1801 E. 51st Street, #365-287, Austin, TX 78723 and (Party “B”)

_____, a _____, having their principal address at _____ Together Party A and Party B shall be known jointly as (“the Parties”).

The Parties wish to protect and preserve the confidential and/or proprietary nature of information and materials that may be disclosed or made available to each other in connection with certain discussions, negotiations or dealings between the Parties relating to collaborating to develop mutually beneficial solutions by combining our business services, products, and or software platforms for our client(s) and potential other clients (the “Purpose”). In consideration of the foregoing and the rights and obligations set forth herein, the Parties hereby agree as follows:

1. Proprietary Information

“Proprietary Information” means any and all information and material disclosed by the disclosing party (“Discloser”) to the receiving party (“Recipient”) (whether in writing, or in oral, graphic, electronic or any other form) that is marked as (or provided under circumstances reasonably indicating it is) confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure. Proprietary Information, includes, without limitation, any (a) trade secret, know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy and forecast of, and (b) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information and materials of, Discloser and its employees, consultants, investors, affiliates, licensors, suppliers, vendors, customers, clients and other persons and entities.

2. Non-Disclosure and Limited Use

Recipient shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any third party, other than to its employees and agents who need to know such information and who are bound in writing by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Proprietary Information for the benefit of itself or any third party or for any purpose other than the Purpose. Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized

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use, disclosure, publication or dissemination of the Proprietary Information. Recipient shall not make any copies of the Proprietary Information unless otherwise approved in writing in advance by Discloser. Any such copies made shall be identified as the property of Discloser and marked “confidential,” “proprietary” or with a similar legend. Recipient shall not decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) any Proprietary Information or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Proprietary Information or any portion thereof. If the parties mutually agree to enter into or continue a business relationship or other arrangement relating to the Purpose and do not enter into a new confidentiality agreement, the terms and conditions set forth herein shall also apply to any information and/or materials related to, or activities undertaken in connection with, carrying out such business relationship or other arrangement, unless otherwise agreed to by the parties in writing. Except as required by law or as reasonably required to assert its rights hereunder, neither party shall disclose the existence or substance of the discussions between the parties or any terms of this Agreement or any related agreement between the parties (or any matters relating thereto), without the prior written consent of the other party. The obligations of this Section 2 with respect to any item of Proprietary Information or with respect to any discussions or agreements between the parties shall survive any termination or expiration of this Agreement.

3. Scope

The obligations of this Agreement, including the restrictions on disclosure and use, shall not apply with respect to any Proprietary Information to the extent such Proprietary Information: (a) is or becomes publicly known through no act or omission of Recipient; (b) was rightfully known by Recipient before receipt from Discloser, as evidenced by Recipient’s contemporaneous written records; or (d) is independently developed by Recipient without the use of or reference to the Proprietary Information of Discloser, as evidenced by Recipient’s contemporaneous written records. In addition, Recipient may use or disclose Proprietary Information to the extent (i) approved by Discloser or (ii) Recipient is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose such Proprietary Information, provided, however, that prior to any such disclosure, Recipient shall give Discloser reasonable advance notice of any such disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information. In the event that such protective order or other remedy is not obtained, or Discloser approves such disclosure, Recipient shall use best efforts to disclose only that portion of the Proprietary Information which Recipient is advised by legal counsel is legally required to be disclosed and cooperate with Discloser to obtain confidential treatment for the Proprietary Information so disclosed.

4. Ownership

All Proprietary Information of Discloser (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Discloser. Recipient does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Proprietary Information in accordance with the express



provisions of this Agreement. All rights relating to the Proprietary Information that are not expressly granted hereunder to Recipient are reserved and retained by Discloser.

5. No Warranty

Except as may be otherwise agreed to in writing, no warranties of any kind, whether express or implied, are given by Discloser with respect to any Proprietary Information or any use thereof, and the Proprietary Information is provided on an “AS IS” basis. Discloser hereby expressly disclaims all such warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

6. Termination

Either party may terminate this Agreement at any time upon written notice to the other party, and neither party shall have any obligation to disclose any Proprietary Information or to continue discussions relating to, or to enter into or continue any arrangement or agreement relating to, the Purpose or any other matter, except as agreed in writing by the parties. Sections 3, 4, 5, 6, 7, 8 and 9 and, to the extent expressly provided therein, Section 2, shall survive the expiration or termination of this Agreement.

7. Remedies

Recipient agrees that, due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of the Proprietary Information of Discloser may cause irreparable harm and significant injury to Discloser, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient’s becoming aware of any such breach or threatened breach.

8. Return of Materials

Upon any termination of discussions or any business relationship between the parties related to the Purpose, or of this Agreement, or at any time at Discloser’s request, (a) Recipient shall promptly return to Discloser or destroy all materials (in written, electronic or other form) containing or constituting Proprietary Information of Discloser, including any copies and extracts thereof, and (b) Recipient shall not use such Proprietary Information in any way for any purpose.

9. Compelled Disclosure

If the Receiving Party becomes legally compelled to disclose any Proprietary Information, it shall immediately notify the Disclosing Party so that the Disclosing Party may, at its option, seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Notwithstanding any other term or provision of this Agreement, the parties hereto agree that it shall be permissible for either party to make



disclosures regarding this Agreement or the Proposed Transaction that are necessary or appropriate to fulfill its obligations under any applicable federal or state securities law.

10. Export Restrictions

The Parties agree that no export-controlled technical data with respect to this Agreement shall be released to any foreign person(s), to include foreign personnel working in the United States, in violation of any U.S. export laws, regulations, restrictions or embargoes, including, but not limited to the International Traffic in Arms Regulations and the Export Administration Act. The Parties shall assure that any export authorization required to fulfill its obligations under this Agreement is obtained and approved.

11. Clarification

That this Nondisclosure Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the Parties hereto expressly agree that this Agreement is for the purpose of protecting Proprietary Information only.

12. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom.

No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. The waiver by either party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, without reference to its conflicts of law's provisions.

Should any action arise concerning this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief which may be awarded by any court or other tribunal of competent jurisdiction. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either party, in whole or part, whether voluntarily, by operation of law, change of control or otherwise, without the prior written consent of the other party.

Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision

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valid and enforceable. The parties are independent contractors, and neither party shall have any authority of any kind to bind the other party in any respect whatsoever. Each party shall comply with all applicable laws and regulations in connection with any acts or omissions under or relating to this Agreement, including, without limitation, all laws and regulations relating to the export of technical data or products.

IN WITNESS WHEREOF the parties hereto have executed this Agreement:

Accepted and Agreed:

By: (Party A)

Date:

Teresa Lopez, CEO, EQS Inc., Green Energy Money (GEM), Inc.

Accepted and Agreed:

By: (Party B)

Date: