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Non – Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is made effective as of 16.06.2021 (the “Effective Date”) by and between

Social Business Loft LLC (Hereinafter referred to as “bipvloft”),

7901 4ST N, ST. PETERSBURG,

FL 33702, USA

and

You and/or your company is active as PV Professional, Architect, Facade Planner, Technical Engineer, Construction Company, Real Estate Investor or Others

RECITALS

WHEREAS, the Parties wish to engage in discussions or negotiations regarding a potential business relationship and may subsequently engage in a business relationship (the “Business Purpose”) in the fields of building integrated photovoltaic (BIPV) and solar architecture;

WHEREAS, in furtherance of the Business Purpose, Disclosing Party may disclose to Receiving Party, or Receiving Party may have access to Confidential Information (as defined below);

WHEREAS, as a condition of such disclosure, receipt or access, Receiving Party agrees to treat such Confidential Information in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, the Parties do hereby covenant and agree as follows:

1. Definitions

“Confidential Information” as used in this Agreement shall mean without limitation, (whether provided or obtained prior to or after the date hereof) the following:

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- a) any and all of Disclosing Party's technical and non-technical information, including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, documents, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source code, and formulae related to the existing, future and proposed products and services of Disclosing Party and includes, without limitation, information concerning research, experiments, development, design, and specifications, engineering, finances, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing information, account data, and customer and potential customer information;
- b) any kind of commercial, financial, legal, technical or other information relating to the Disclosing Party, whether such information is in oral, visual (obtained by visiting sites) or written form or is recorded or is in electronic, digital or any other form, and whether the information is provided by or obtained directly or indirectly from or pursuant to the discussions between the Parties or the representatives (any of the respective directors, officers, employees, affiliates, financial advisors, attorneys, accountants, consultants, agents or other representatives) of the Disclosing Party;
- c) all notes, memos, reports, calculations, compilations, analyses, forecasts, pictures, conclusions or summaries or other material derived or produced partly or wholly from any Confidential Information or containing or reflecting any Confidential Information and any and all computer records (including but not limited to data, copies, models, reproductions and recordings) derived or produced partly or wholly from the whole or any part of the Confidential Information.

"Disclosing Party" means any Party providing the Confidential Information to the relevant Party.

"Receiving Party" means any Party receiving the Confidential Information from the relevant Party.

2. Confidentiality

Each Party agrees that:

- 2.1. Receiving Party shall not make use of, disseminate or in any way disclose Confidential Information except with Disclosing Party's prior, written authorization. Confidential Information shall be given in confidence and, except as permitted herein, shall be kept and treated strictly confidential.
- 2.2. The Parties agree not to disclose or transfer any of the Confidential Information to any other person or entity, and agree to take and protect the secrecy of the Disclosing Party and further agree to avoid disclosure or use of the Confidential Information, in order to prevent it from falling into public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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- 2.3. Receiving Party shall safeguard Confidential Information with the same degree of care as it accords to its own Confidential Information and, at a minimum, with an utmost care and importance.
- 2.4. Receiving Party shall not reverse engineer, disassemble, decompile or otherwise analyze the physical construction of, any such items, except as expressly permitted by Disclosing Party in a written agreement between the Parties.
- 2.5. Receiving Party shall not disclose to any form of public media the existence of any business negotiations, discussions, consultations or agreements in progress between the Parties without prior written approval of Disclosing Party.
- 2.6. Receiving Party shall promptly give notice to Disclosing Party of any unauthorized use or disclosure of the Confidential Information under Receiving Party's control. Receiving Party shall assist Disclosing Party in remedying any such unauthorized use or disclosure of Confidential Information.
- 2.7. Without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct its representatives not to, disclose to any person (a) that the Confidential Information has been made available to the Receiving Party, (b) that discussions or negotiations are taking place concerning the Business Purpose or (c) any terms, conditions or other facts with respect to the Business Purpose, including the status thereof.
- 2.8. Confidentiality obligations under this Agreement shall be applicable for all Confidential Information provided by the Disclosing Party to Receiving Party except where any such Confidential Information:
 - (a) is or becomes public knowledge other than as a direct or indirect result of any breach of the confidentiality obligations under this Agreement;
 - (b) is known by the Receiving Party before the date the Confidential Information is disclosed to it by the Disclosing Party or its Affiliates or any third party acting for and on behalf of the Disclosing Party; or
 - (c) is lawfully obtained by the Receiving Party thereafter, other than from a source which is connected with the Business Purpose.

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3. Right to Disclose the Confidential Information

The Receiving Party shall have the right to disclose the Confidential Information:

- (a) to those of its officers, representatives, directors, employees and professional advisers who need to know such information to fulfill the Business Purpose and who are bound by terms and conditions substantially similar to those of this Agreement. Receiving Party shall not otherwise disclose Confidential Information to any of Receiving Party's affiliates or to any other third party.
- (b) (i) when consented to in writing by the Disclosing Party, (ii) when required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or (iii) when required by the laws or regulations of any country with jurisdiction over the affairs of the Receiving Party, provided, in each case, Receiving Party shall immediately inform Disclosing Party and use all reasonable efforts to limit disclosure and maintain the confidentiality of such Confidential Information. In addition, Receiving Party shall permit Disclosing Party to attempt to limit such disclosure by appropriate legal means.

4. Ownership And Possession

- 4.1. All Confidential Information and any Derivatives thereof, whether created by Disclosing Party or Receiving Party, remain the property of Disclosing Party and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyright material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.
- 4.2. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to Receiving Party by Disclosing Party, and which are the property of Disclosing Party pursuant to the terms and provisions of Article 4.1, above, shall remain the property of Disclosing Party.
- 4.3. As requested by Disclosing Party, Receiving Party shall: (i) promptly return all tangible materials of Disclosing Party, together with any copies thereof; (ii) purge or destroy all electronic and hardcopies containing Confidential Information; and (iii) certify in writing as to Receiving Party's fulfillment of such Disclosing Party request.
- 4.4. Notwithstanding the return or destruction of the Confidential Information, the Parties will continue to be bound by their obligations of confidentiality and other obligations hereunder.

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5. Injunctive Relief

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Disclosing Party for which there will be no adequate remedy at law, and Disclosing Party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate). In the event Disclosing Party retains an attorney to assert a claim for any damages pursuant to this Agreement, Receiving Party agrees to pay all reasonable attorneys' fees and expenses incurred by Disclosing Party related to enforcement of Disclosing Party's rights or remedies hereunder, whether or not suit is brought.

6. Term

This Agreement shall govern all communications between the Parties that are made during the period from the effective date of this Agreement to the date on which either Party receives from the other written notice that subsequent communications shall not be so governed; provided, however, that: (i) this Agreement shall be coextensive with any services agreement between the Parties; and (ii) Receiving Party's obligations under Section 2 with respect to Confidential Information that it has previously received shall continue for a period of two (2) years following execution of this Agreement or following termination of any other agreement between the Parties to which the terms of this Agreement apply, unless terminated pursuant to Section 3. Thereafter, Receiving Party's obligations hereunder survive and continue in effect with respect to any information that continues to be a trade secret under applicable law.

7. No Warranty

Whilst the Disclosing Party discloses the Confidential Information in good faith it makes no representation or warranty as to the accuracy, interpretation or completeness of any of the Confidential Information so disclosed and the Disclosing Party shall have no responsibility or liability to the other Party for any error in, or omission in respect of, such Confidential Information.

8. No Obligation

This Agreement is not intended nor should it be construed as constituting or creating any obligation on either the Disclosing Party or the Receiving Party to commit to any investment, offer, contractual relationship, nor shall it prejudice the right of either Party to negotiate in the event the Parties agree to proceed with any further investment.

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9. No License Or Representations

No license to Receiving Party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use, import or sell any product embodying any Confidential Information. No representation, warranty or assurance is made by Disclosing Party with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or other rights of third persons.

10. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the confidentiality of the Confidential Information, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless made in writing by the Parties.

11. Waiver

No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

12. Severability

Should any provision of this Agreement be or become invalid in whole or in part, the other provisions shall remain in force. The invalid provision shall, according to the intent and purpose of this Agreement, be deemed to be replaced by such valid provision, which in its economic effect comes as close as legally possible to that of the invalid provision. This shall also apply where the Agreement proves to be lacking certain provisions or where certain provisions of this Agreement prove to be impracticable.

13. Notices

Except as otherwise stated, all notices and other communications hereunder shall be in writing and be delivered in person or sent by [fax] registered or certified mail or a courier addressed to the respective addressee at its address set forth hereunder or to such other address as shall be furnished by any such Party for such purposes to the others by notice in writing.

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Social Business Loft / bipvloft – just solar architecture

Attention : Holger Herbst (Managing Partner)
 Address : 7901 4ST N, STE 300
 ST. PETERSBURG, FL 33702, USA

You and/or your company information:

Attention : _____
 Address : _____

Any communication or document to be made or delivered to the Parties will be effective only when actually received by the relevant Party and then only if it is expressly marked for the attention of the department or officer identified above.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Florida in the United States of America and may not be superseded, amended or modified except by written agreement between the Parties. The Central Courts and Execution Offices of St. Petersburg (Circuit Court of St. Petersburg, Florida) shall have jurisdiction for any dispute arising from this Agreement which cannot be solved amicably.

15. Signature and Entrust

This Agreement comes into full force and effect as of the date of signing.

The Parties agreed to entrust each other one original copy of the Agreement to be prepared in two original English copies duly signed.

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IN WITNESS WHEREOF, the undersigned have signed this Agreement on the date and year first written above.

For and on behalf of Social Business Loft LLC By : Holger Herbst Title : Managing Partner Signature :	For and on behalf of _____ By : Title : Signature :