

NONDISCLOSURE AGREEMENT

AGREEMENT, made this _____ day of _____, 200____

BETWEEN: _____

AND Solar Direct, Inc. and Solar Direct, UBTO (Both to be referred to as SD)

WHEREAS

The parties to this agreement desire that certain confidential information and associated documents with respect to **SD** be disclosed for the purpose evaluating a Contractor/Dealer program affiliation, and the parties wish to ensure that the subject information is treated in strictest confidence.

THE PARTIES AGREE AS FOLLOWS:

1. All information disclosed in oral, written, graphic, photographic, recorded, prototype, sample or in any other form by the disclosing party to the receiving party and identified verbally or in writing as confidential at the time of disclosure shall be deemed to be "Confidential Information"
2. The receiving party shall not disclose the Confidential Information or any part thereof received from the disclosing party to any third party without SD's prior written approval.
3. The receiving party shall not use the Confidential Information or any part thereof received from the disclosing party for any purpose other than for evaluating or enrolling in SD's opportunity.
4. The receiving party will disclose the Confidential Information received from the disclosing party only to those of its employees or agents who are directly involved in the evaluation of or enrollment in or evaluating the SD Contractor/Dealer Program opportunity.
5. The Contractor/Dealer Program and/or supporting documents and each party will use its reasonable efforts to ensure that any employee or agent to whom it discloses Confidential Information will retain such information in confidence.
6. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
7. Unless otherwise specified in writing, all documents and materials containing or embodying Confidential Information shall remain the property of the disclosing party. Upon request of the disclosing party, the receiving party agrees to return all documents and materials containing or embodying all Confidential Information of the disclosing party, as well as all copies thereof.

8. The foregoing provisions of confidentiality shall not apply to Confidential Information which is now, or which hereafter, through no act or failure to act on the part of the receiving party, becomes generally known or available to the public without breach of this Agreement;
9. Notwithstanding any termination of this Agreement the provisions of confidentiality shall apply for a period of two (2) years from the date hereof.
10. Nothing in this Agreement shall be interpreted so as to oblige either party to enter into a further agreement.
11. This Agreement is not assignable without the consent in writing of all parties.
12. The laws of Sarasota, Counties Florida shall apply to this agreement and in respect of all matters ancillary thereto, and the Courts of Florida shall have exclusive jurisdiction.

IN WITNESS thereof the parties have executed this Agreement the day and year first above written.

FOR AND ON BEHALF OF **Solar Direct, Inc. and Solar Direct, UBTO**

SIGNATURE _____

NAME Dale A. Gulden POSITION: CEO

FOR AN ON BEHALF OF:

SIGNATURE: _____

NAME: _____ POSITION: _____