

**AGREEMENT TO PRESERVE TRADE SECRETS  
AND TO KEEP RESEARCH PROJECTS CONFIDENTIAL**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, between \_\_\_\_\_, both as an individual and as a representative of \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as “The Informed” and, United Community Services of America, Inc.(UCSA), at 3002 Route 23N, Newfoundland, NJ, exclusive national distributor of BWT technologies, hereinafter referred to as the “Company.”

WHEREAS, the “Company” has certain data, ideas, discoveries, technologies and products that are to remain confidential, but information about some aspects of which, needs to be revealed to the potential supplier and their personnel.

WHEREAS, “The Informed” realizes the sensitive nature of the above, and the need to keep all disclosures of any nature between the parties private and non public.

WHEREAS, “The Informed” further realizes that the “Company” is especially interested in the field of energy production and energy conservation with an emphasis on principles of refrigeration and mechanical components.

WHEREAS, both “The Informed” and the “Company” recognize that distributing revolutionary technologies is the main business of the “Company”, and their ability to continue in business is critically dependent upon preserving these trade secrets and ideas confidential.

NOW, THEREFORE, In consideration of the recitals set forth above, it is agreed as follows:

**1. ALL DISCLOSURES TO REMAIN CONFIDENTIAL:**

All disclosures made to “The Informed” are to be considered to be confidential. The disclosures will be maintained in confidence and “The Informed” will make no use whatsoever thereof, except in the instance where it must be used to fulfill the manufacturing of product exclusively for the “Company” per signed order with the “Company”.

**2. BREACH OF TRUST:**

“The Informed” acknowledges that he/she may learn and come in contact with certain proprietary information that the “Company” considers to be confidential trade and/or research secrets. “The Informed” understands that if, either during the course of this relationship or at any time thereafter, he/she/it discloses to others, uses for his/her/its own benefit, copies or makes notes of any of this confidential information without the prior knowledge and acceptance of that fact by the “Company” (or of their properly authorized agent), such conduct could put a tremendous financial burden on the company, and will constitute a breach of the confidence and trust bestowed upon “The Informed” by the “Company.”

### 3. TRADE AND RESEARCH SECRETS:

Except as authorized or directed by the "Company" in writing, "The Informed" shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, or other entity information concerning any matters affecting or relating to the business or research of the "Company," including without limit any of its plans, ideas, designs, processes or other data, all of which will be deemed confidential, material, and important.

### 4. CONFIDENTIALITY:

"The Informed" will not, either during the term of this relationship of supplier or within two years thereafter, except as authorized by the "Company," disclose anything of any confidential nature to anyone else. All patents, patents pending, diligence filings will be respected and this clause will in no way be interpreted to give "The Informed" any advantage whatsoever over these accepted means of protection which shall take precedence over this agreement.

### 5. NON-COMPETITION:

"The Informed" further agrees that, in the area(s) which the "Company" has informed them, they will not compete against the "Company" and will do business *only* with the "Company". "The Informed" agrees not to enter into any competition with the "Company" that involves the product line that the "Company" distributes and promotes while the "Company" is distributing and promoting said product or product line.

### 6. RETURN OF RECORDS:

On termination of this relationship of communication between the parties, "The Informed" agrees that upon the request of the "Company," "The Informed" shall return all records, notes, memoranda, copies, models and equipment of any nature that are in the possession of "The Informed" and that are the property of the "Company."

### 7. DAMAGES:

The "Company" and "The Informed" agree that the trade and research secrets and other information disclosed are highly valuable, and that unauthorized disclosure by any individual to any other party could possibly be harmful, devastating, and destructive to the business of the "Company."

### 8. MODIFICATION:

No modification of this agreement shall be valid unless reduced to writing and signed by "The Informed" and the "Company."

### 9. SEVERABILITY:

In the event that any court considering this agreement should determine that any part or portion of this agreement is invalid, then that portion shall be deemed severable and the remaining portion of this agreement shall be construed to protect and assure the interests of the "Company" as stated in and intended by this non-disclosure agreement.

**THIS DOCUMENT IS A LEGAL CONTRACT. PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING THE SAME. DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT.**

IN WITNESS WHEREOF, "The Informed" and the "Company" have set their hands in execution of the same on the date first set forth above.

**"The Informed"**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title** \_\_\_\_\_

**"The Company"**

**United Community Services of America, Inc.  
3002 Route 23N, Newfoundland, NJ 07435**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title: Promo Technologies - Dealer Number 027391J**