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NON-DISCLOSURE AGREEMENT

*Between Battery Buyers of America, Inc.* *and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

This Agreement (“Agreement”) is entered into as of the date last written below (the “Effective Date”)  by and between Battery Buyers of America, Inc., having a principal place of business at 104 Genesis Parkway, Thomasville, Georgia hereinafter known as “BBA”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter known as “the Recipient”, collectively hereinafter known as “the Parties”.

WHEREAS,      it is the desire of BBA to disclose certain confidential information to the Recipient; and

WHEREAS,      The Recipient recognizes that careful protection and non-disclosure of such confidential information received from BBA is of vital importance to the prosperity of BBA;

NOW, THEREFORE, in consideration of the promises made herein, BBA agrees to disclose and the Recipient agrees to receive certain confidential information only under the following terms and conditions:

**1.**         **CONFIDENTIAL INFORMATION**

*1.1 Definition.* As used herein, Confidential Information shall mean any information and data of a confidential or proprietary nature which is disclosed by BBA to the Recipient, including but not limited to, customer information, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to development, operation, performance, cost, know-how, business, process and marketing as well as ideas, concepts, designs; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement.  The terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship involving BBA and the Recipient an all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement.

*1.2 Purpose.* The purpose of the disclosure of Confidential Information is to enable BBA and the Recipient to advance their efforts in evaluating a potential business relationship involving the Parties.  The recipient shall use the Confidential Information for this purpose only.

*1.3 Ownership.*  The Confidential Information shall be considered valuable trade secrets, owned by BBA.  BBA retains all right, title and interest in the Confidential Information.  No license to the Recipient, under any trademark, patent or copyright, or applications for same which are now or may thereafter be obtained by such Recipient, is either granted or implied by the conveying of Confidential Information to the Recipient.

*1.4 No Warranties.*  BBA assumes no responsibility for any loss or damages to the Recipient, its customers or any third parties caused by or arising from the Confidential Information.  BBA makes no warranties of any kind, whether expressed or implied, as to the accuracy or completeness of the Confidential Information.  Only those representations or warranties which are made in or pursuant to one or more final agreements regarding a transaction involving the Parties will have any legal effect.

**2.         NON-DISCLOSURE**

*2.1 Use of Confidential Information.*  The Recipient may only use the Confidential Information for the purposes stated above.  The Recipient recognizes that this Agreement imposes an affirmative duty to hold such information in confidence and protect it from dissemination to and use by unauthorized persons.  In the absence of BBA’s prior written consent, the Recipient shall not reproduce nor disclose the Confidential Information to any third party.

*2.2 Further Responsibility.*  The Recipient agrees to use the same degree of care to protect the confidentiality of the Confidential Information as it would exercise to protect is own trade secrets, but in no case less than a reasonable degree of care.  Recipient will grant access to the Confidential Information only to its directors, officers, employees, affiliates, agents, advisors and consultants (“Related Parties”) who have a clear need to know for purposes of this Agreement and shall advise those Related Parties of the existence and terms of this Agreement and of the obligations of confidentiality herein.  Each Party shall be responsible for the breach of the terms of this Agreement by such Party, or its Related Parties.

*2.3 Return of Confidential Information.*  Promptly following the request of BBA, the Recipient will deliver to BBA, or certify in writing to BBA as to the destruction of (without retaining any copy), all Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of the Recipient.  Notwithstanding the return or destruction of the Confidential Information, the Recipient will continue to be bound by the obligations of confidentiality and other obligations hereunder.

*2.4 Exceptions.*  The foregoing notwithstanding:

(a)        if the Recipient has sold to any person or company on the list of active BBA members, the Recipient may continue to do so, however, the Recipient must notify BBA of any person or company that is on the list who is a current customer of the Recipient within five (5) working days of receipt of the member list.

(b)        the Recipient is encouraged for the benefit of all parties to sell to the person or company through BBA.

(c)        once the Recipient has sold product to a BBA member, the Recipient must continue to sell to the BBA member through the BBA.

*2.5 Remedies.*  The Parties recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character to BBA and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Recipient cannot be fully compensated and that, further, any such disclosure, misappropriation or unauthorized use of the Confidential Information or sales not made through BBA shall cause irreparable injury to BBA.  The Recipient expressly agrees, therefore, that BBA, in addition to any rights and remedies it may have under this Agreement or at law, or in equity, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof.  The Recipient agrees to reimburse BBA for any and all losses, liabilities, damages, costs and expenses (including reasonable attorney’s fees and court costs) incurred and sustained by BBA as a result of any breach of this Agreement by the Recipient, and pay to BBA an amount equal to One Hundred Fifty Per Cent (150%) of annual sales of the Recipient to the person or company.

**3.         GENERAL**

*3.1  Term and Termination.*  Subject to subsection 2.5 *infra,* the Recipient shall maintain the Confidential Information in confidence in accordance with the terms of this Agreement for a period of three (3) years from the date of withdrawals from BBA.  Either Party may terminate this Agreement upon written notice to the other.  Duties of non-disclosure as set forth in Section 2 of this Agreement survive any termination of the Agreement.

*3.2  No Further Rights.*  No license to the Recipient, under any trademark, patent or copyright, or applications for same which are now or may thereafter be obtained by such Recipient, is either granted or implied by the conveying of Confidential Information to the Recipient.

*3.3 No Obligation to Complete Transaction.*  Unless and until a final agreement with respect to a transaction involving the Parties has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters expressly agreed to herein.

*3.4  No Conflict.*  Each of the Parties represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party.  The Parties further agree not to disclose or to use on behalf of the other Party any Confidential Information belonging to any third party unless sufficient written authorization from the third party is provided.

*3.6 General Terms.*  This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.  The waiver of failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.  If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, it shall be enforced to the extent legally permissible and as necessary to reflect the intent of the Parties and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.  This Agreement may only be amended by a writing executed by both Parties.  This Agreement is binding upon each Party and their respective affiliates. This Agreement shall be deemed to be a contract made under the laws of the State of Florida, and shall be governed by the law thereof without reference to its principles of conflicts of law.  This Agreement represents the entire Agreement between the Parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written  below.

 For BATTERY BUYERS OF AMERICA, INC.            For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*(Signature)                                                                  (Signature)*

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*(Title)                                                                           (Title)*

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*(Date)                                                                          (Date)*