



NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure and Confidentiality Agreement (this “**Agreement**”) is made and entered as of _____ 2015 by and between _____ (“**Recipient**”) and Green Growth Investments on behalf of and for itself and its affiliates and related entities, with reference to the following facts:

A. Green Growth Investments and Recipient are engaged in discussions related to a prospective or current business relationship between the parties (the “**Business Relationship**”).

B. In connection with the Business Relationship, Green Growth Investments may disclose to Recipient certain of its confidential information, materials and documents relating to its business and operations Green Growth Investments and Recipient desire to set forth in this Agreement Recipient’s obligations with respect to such information, materials and documents, without which Green Growth Investments, would not disclose the same to Recipient.

NOW, THEREFORE, based on the premises and in consideration of the promises contained herein, the parties hereto hereby agree as follows:

1. Confidentiality.

1.1 Confidential Information. “**Confidential Information**” means any information relating to Green Growth Investments, and its business and operations which is not generally known except by Green Growth Investments, and third parties subject to an express or implied obligation of confidentiality to Green Growth Investments, disclosed by Green Growth Investments, to Recipient in connection with the Business Relationship. Such information may be contained in any form or medium, may or may not be designated or marked “confidential” or the like, and includes, without limitation, business, financial, design, and technical materials, statements, information and data.

1.2 Recipient’s Acknowledgment. Recipient acknowledges that the Confidential Information is a valuable proprietary asset of Green Growth Investments, and that Recipient has a duty to maintain the Confidential Information as confidential and secret. Recipient further acknowledges that disclosure to Recipient of any Confidential Information is made in the strictest of confidence and that Recipient shall use its best efforts to avoid the unauthorized disclosure, use, publication, dissemination or other communication of the Confidential Information to any third party.

1.3 Nondisclosure. Recipient shall not disclose, use, publish, disseminate or otherwise communicate, directly or indirectly, in whole or in part, at any time or in any manner, any Confidential Information to any third party without the prior written consent of in each instance, nor shall Recipient permit any of employees, agents or representatives, whether past, present or future (the “**Recipient Personnel**”) to do any of the foregoing. Notwithstanding the foregoing

sentence, Recipient may use the Confidential Information for the sole purpose of participating in discussions concerning the Business Relationship and may disclose Confidential Information to any of the Recipient Personnel who have a need to know the Confidential Information for such purpose. If Recipient so discloses any Confidential Information to any of the Recipient Personnel, Recipient agrees to take appropriate action (by instructions, agreement or otherwise) with them in order to satisfy Recipient's obligations under this Agreement with respect to maintaining the confidentiality and secrecy of the Confidential Information. Any Confidential Information which Recipient acquires or becomes acquainted with may not be reproduced, copied, summarized or removed from Recipient's premises without the prior written consent of Green Growth Investments in each instance.

1.4 Return of Confidential Information. Any Confidential Information that is received by Recipient shall be immediately returned to Green Growth Investments, when it is no longer required by Recipient, upon the termination of the Business Relationship or upon Green Growth Investments, demand at any time.

1.5 Scope of Recipient's Obligations. The obligations contained in this Agreement are binding upon Recipient and the Recipient Personnel as long as any part of the Confidential Information disclosed to Recipient remains confidential. Any unauthorized disclosure or use of Confidential Information by any of the Recipient Personnel shall be deemed to be an unauthorized use or disclosure by Recipient under this Agreement. Recipient has no obligation with respect to any Confidential Information which (i) is or becomes publicly known through no wrongful act of Recipient and without Recipient playing any role whatsoever in the events which lead up to the Confidential Information becoming publicly known, (ii) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality owed to Green Growth Investments, or (iii) is independently created, developed or discovered by any of the Recipient Personnel who have had absolutely no access to, knowledge of or acquaintance with, any of the Confidential Information. Recipient shall bear the burden of proof with respect to establishing that any Confidential Information falls within such exceptions.

2. General Terms.

2.1 Remedies. Recipient acknowledges that the Confidential Information has unusual and extraordinary value, and that the breach of any provision of this Agreement by Recipient will cause Green Growth Investments, great and irreparable harm, for which remedies available at law are inadequate. Therefore, without the necessity of proving actual damages or posting any bond, Green Growth Investments shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Agreement. No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies available at law or in equity.

2.2 Attorneys' Fees. If any litigation or other legal proceeding relating to this Agreement occurs between the parties hereto, the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its costs and expenses, including attorneys' fees and costs incurred in such litigation or proceeding.

2.3 Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the subject matter hereof.

2.4 Amendment, Modification and Waiver. This Agreement and any of its terms and provisions may only be amended, modified, supplemented or waived in a writing signed by both parties hereto. No waiver of any term or provision hereof or consent to any action hereunder shall constitute a waiver of any other term or provision hereof or consent to any other action hereunder, whether or not similar. No waiver or consent hereunder shall constitute a continuing waiver or consent hereunder or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

2.5 Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provisions hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the parties hereto insofar as that is possible.

2.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Green Growth Investments, and Recipient and their respective successors and permitted assigns.

2.7 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, Oregon, and Nevada.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

“Green Growth Investments”

By: **John Cantril**

(Signature)

Print Name: **John Cantril**

Title:

By:

(Signature)

Print Name:

Title: **Owner**