

MUTUAL NDA - NON CIRCUMVENT AGREEMENT

THIS MUTUAL NDA / NON CIRCUMVENT AGREEMENT (the "Agreement") is made and entered into as of this [REDACTED] day of [REDACTED] 2019 by and between **Powerweb Energy Inc.** collectively referred to as ("PWE"), with its principle place of business at 506 Georgetown Road, Wallingford PA 19086 and [REDACTED] incorporated in the State of [REDACTED] with its principle place of address at, _____ and referred to as ("XXX").

WHEREAS, PWE is in the business of product development which includes; designing new products for various industries, developing patents and patent strategy for various new products as well as developing, distributing, and manufacturing various products and services.

WHEREAS, XXX wishes to review Powerwebs confidential information in order to determine if there is a business fit between the two companies;

WHEREAS, each of PWE (the "Disclosing Party") is willing to disclose Confidential Information (as defined below) to the other party XXX ("Recipient") for the sole purpose of Recipient undertaking a potential business transaction (the "Proposed Transaction").

NOW, THEREFORE, in consideration of the mutual covenants set forth below and intending to be legally bound hereby, the parties hereto agree as follows:

1. Confidential Information. For purposes of this Agreement, the term "Confidential Information" means any information disclosed to Recipient or its affiliates, subsidiaries, representatives, counsel, shareholders, directors, officers, employees, agents or consultants ("Representatives"), regardless of format or medium, by Disclosing Party or its Representatives, including, without limitation, 3rd party contacts, 3rd party manufacturers, the Disclosing Party's financial information, patent applications, services, products, system components, sensor components, operational design, operational methodology, interface design, software design, processes, design methodology, operations, drawings, reports, prints, technology, samples, products, specifications, performance standards, product formulations, processes, know-how, trade secrets, trade practices, marketing plans and materials, analyses, strategies, forecasts, research, concepts, ideas, and names, addresses and any other characteristics or identifying information of the Disclosing Party's existing or potential customers, suppliers, employees or any information derived from any of the foregoing.

Confidential Information shall not include any information which (i) is or becomes available to the public other than as the consequence of a breach of any obligation of confidentiality; (ii) is actually known to or in the possession of Recipient without any limitation on use or disclosure prior to receipt from the Disclosing Party; (iii) is rightfully received from a third party in possession of such information who is not under obligation to the Disclosing Party not to disclose the information; or (iv) is independently developed by Recipient or its Representatives without access to the Confidential Information.

2. Non-Disclosure of Confidential Information. Recipient and its Representatives shall hold in strict confidence and trust all Confidential Information and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to any person or entity ("Person") without the prior written consent of the Disclosing Party.

Notwithstanding the preceding sentence to the contrary, Recipient may disclose Confidential Information to its Representatives who need to know such information to enable Recipient to evaluate and/or undertake the Proposed Transaction and who agree to be bound by the this Agreement, and then only to the extent necessary to carry out the legitimate use of the Confidential Information. Recipient and its Representatives shall use the Confidential Information only in connection with the evaluation of the Proposed Transaction and not for any other purpose whatsoever. Recipient shall require any of its Representatives who obtain Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives.

Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information pursuant to a court order, government order or any other legal requirement of disclosure if no suitable protective order or equivalent remedy is available, provided that Recipient gives the Disclosing Party written notice of such court order, government order or legal requirement of disclosure immediately upon knowledge thereof and allows the Disclosing Party a reasonable opportunity to seek to obtain a protective order or other appropriate remedy prior to such disclosure to the extent permitted by law, and further provided that Recipient shall furnish only that portion of the Confidential Information which it is advised by a written opinion of counsel is legally required.

3. New Ideas, Concepts and No License or Other Rights. XXX acknowledges and agrees that any new ideas, concepts, drawings or new confidential information proposed during the term of this contract is the exclusive property of PWE. Any contacts, introductions, inventions, discoveries, ideas and know-how constituted thereby or contained therein, and all improvements thereto (whether or not patentable or copyrightable), are and will at all times continue to be the sole and exclusive property of PWE, and neither the execution of this Agreement nor the furnishing of such Confidential Information shall be deemed to grant to XXX or its Representatives, expressly or by implication, any right or license to use same except as specifically provided herein.

4. Return or Destruction of Confidential Information. When requested by the Disclosing Party, Recipient shall promptly return to the Disclosing Party or destroy any and all Confidential Information received by Recipient or its Representatives from or on behalf of the Disclosing Party, including any and all copies or duplicates of the Confidential Information or summaries or synopses thereof prepared by Recipient or its Representatives.

5. Non-Disclosure of Business Relationship. Neither Recipient nor its Representatives shall, without the Disclosing Party's prior written consent, disclose to any Person (other than the Persons employed by Recipient or its Representatives who are actively and directly participating in evaluating and/or undertaking the Proposed Transaction any information about the Proposed Transaction, conditions or other facts relating thereto, including the fact that discussions are taking place with respect thereto or the status thereof, or the fact that the Confidential Information has been made available to Recipient and its Representatives. Neither Recipient nor its Representatives shall use or disclose the Disclosing Party's name, trade name, or other proprietary designation, without the Disclosing Party's prior written consent.

6. Irreparable Harm. Recipient understands that in the event it or any of its Representatives fails to comply with this Agreement, the Disclosing Party may suffer irreparable

harm which would not be adequately compensated for by monetary damages alone. Recipient, therefore, agrees that in the event of its breach or threatened or implied breach of this Agreement, Disclosing Party shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law, without having to prove actual damages or to post a bond.

7. Indemnification. Recipient shall indemnify, defend and hold harmless the Disclosing Party and its Representatives from and against any and all damages, losses, costs and expenses (including, without limitation, attorneys' fees and court costs) suffered by such party as a result of a breach of this Agreement by Recipient or its Representatives.

8. Costs and Expenses. If Disclosing Party shall prevail in any action at law or in equity to enforce the provisions of this Agreement, Recipient shall pay Disclosing Party's costs and expenses, including reasonable attorney's fees and court costs, incurred by Disclosing Party in enforcing this Agreement.

9. Survival. The obligations of both parties, Recipient and its Representatives under this Agreement are continuing obligations and shall survive any termination or expiration of the parties' business relationship.

10. No Obligation. Nothing in this Agreement shall impose any obligation upon the parties to consummate the Proposed Transaction or to enter into any discussion or negotiation with respect thereto.

11. Amendments. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both parties hereto.

12. Notice. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered to the parties at the addresses indicated on the first page hereof or if mailed to such addresses by United States certified or registered mail, postage prepaid, return receipt requested.

13. Entire Agreement. This Agreement is the entire agreement thus far and is the entire understanding of the parties hereto with respect to the subject matter hereof, this supersedes any prior oral or written agreement with respect to such.

14. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their heirs, successors and permitted assigns. Neither party may assign this Agreement to any other Person, without the prior written consent of the other party hereto.

15. Severability. Any provisions of this Agreement that are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provision of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

16. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or

condition. No waiver by any party hereto of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

17. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one and the same agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania's conflicts of laws principles.

19. Agreement Term. This Agreement shall remain in effect for a period of three years from the date of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

Lothar E.S. Budike Jr. / CEO of Powerweb Energy, Inc.

By: _____ DATE _____

By: _____ DATE _____