

ZeroKar



TM

CONFIDENTIAL INFORMATION AGREEMENT

This Confidentiality Agreement; (this "Agreement") is made effective as of this Date of _____ between Michael Hargett (and any company he has created or will create involving the intellectual property of the Battery Alternating Recharging Process.

To Recipient; or Recipients, listed in addendum attached page (5) or below named as Independent or Representative, of; _____.

Print; _____.

Sign; _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "Hargett", and the party to whom the Confidential Information is disclosed, will be referred to as "Recipient". Hargett is engaged in development and production of the Battery Alternating Recharging Process (BARP Systems). Recipient is engaged as a team member; separate entity, corporation, organization; working with Hargett and or exploring the IP for the possible benefit with Hargett. Furthermore a the (Recipient) may be an independent separate entity and not working with nor employed by Hargett. Information will be disclosed to Recipient to assist him in his responsibilities as a team member or other previously mentioned herein. This is for exploration of IP and further development of the BARP Systems; (Electrical Power Generation) ; stand alone an or (Electrical Vehicle Transportation)Hargett has requested that (Recipient) will protect the confidential material and information which may be disclosed between Hargett and Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Hargett, ZeroKar whether or not owned or developed by Hargett, which is not generally known other than by Hargett, and which Recipient may obtain through any direct or indirect contact with Hargett.

A. Confidential Information includes without limitation:

- business records, accounting forms, business plans, pro forma, spreadsheet materials.
- trade secrets
- technical information
- products
- inventions
- product design information
- source code and/or object code
- copyrights and other intellectual property
- documentation developed by Recipient using Hargett information
- and other proprietary information.

II. FURTHERMORE;

Confidential Information shall **not** include any of the following:

- (a) such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
- (b) such information which was in the possession of Receiving Party at the time of its closure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
- (c) such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Discloser
- (d) such is considered also in this agreement as a Non- Compete agreement to utilize any part of the IP given to Recipient' to be used by any means as business, marketing, sale or educator.

III. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by Hargett by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Hargett which provides Hargett with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, the Confidential Information to any person or entity without the prior written consent of Hargett is forbidden.

IV. RETURN OF CONFIDENTIAL INFORMATION. Upon request from Hargett, Recipient shall return to Hargett all written materials containing the Confidential Information aforementioned and covered in this document. Recipient shall also deliver to Hargett written statements signed by Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

V. NO WARRANTY. Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. HARGETT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION. IN NO EVENT SHALL HARGETT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

VI. LIMITED LICENSE TO USE. Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between Hargett and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Hargett, even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Oregon. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and in effect after the effective date of this Agreement.

VIII . EXPIRATION DATE; this Agreement's expiration date is; by date written herein,
Date _____/_____/_____

IX. CANCELTATION; To Cancel Recipient's responsibilities from this Agreement, it must be in written form dated, signed by Hargett and witnessed by (2) person's in the presence Hargett.

Information Owner/Inventor:

Printed _____

Signed _____

Recipient;

Printed _____

Signed _____

1st State; If required;

Signed in the presence of a Notary or Witness's in the County of; _____ in the State of ; _____ on this day; _____ in the month of; _____ in the Year of; _____.

2nd State; If required;

Signed in the presence of a Notary or Witness's in the County of; _____ in the State of ; _____ on this day; _____ in the month of; _____ in the Year of; _____.

1st Notary Public; _____ Stamp;

2nd Notary Public; _____ Stamp;

If no Notary is available, there shall be (2) Witness's in Both Recipient and Hargett's presence.

1st Witness; Signed _____

1st Witness; Printed; _____

2nd Witness; Signed _____

2nd Witness; Printed _____

Page (4)

Initial _____ / _____

Initial _____ / _____

X. (NDA) RECIPIANT ADDENDUM PAGEPage (5)

PRINT _____ / **SIGN** / _____ / **Ph** _____

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Initial _____ / _____