

CUSTOMER CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, dated as of _____, 20____, is between _____ (“ Potential/Existing Customer”), of _____ (address) and Solar Innovations® (“Company”), located at 31 Roberts Road, Pine Grove, PA 17963.

Preamble

As a Potential/Existing Customer purchasing and reselling products and/or other value added processes/products from the Company, Potential/Existing Customer acknowledges that Potential/Existing Customer, its agents or employees, may have access or be exposed to certain trade secrets, confidential, and/or proprietary information of the Company and/ or of parties with whom the Company contracts. All such information in any form (written, oral, electronic, or otherwise) relating to either or both the Company or any party with whom the Company may be contracting, including without limitation information relating to products, plans, programs, systems/subsystems, procedures, designs, equipment, marketing strategies, business and methods of operation and practices, financial and accounting information, customer lists, technology, computer software and related documentation, patents and patent applications, “know-how,” inventions, technical data, production methods, research and development activities, and other intellectual property, etc., is referred to herein as “Company Confidential Information”. Company Confidential Information is proprietary to the Company and/ or to those with whom the Company contracts. Company Confidential Information must be kept confidential, and may be released to only those persons or entities authorized to receive such information by the Company.

THEREFORE, with the foregoing Preamble incorporated here in by reference, in exchange for good and sufficient consideration, which is hereby acknowledged, and intending to be legally bound, Potential/Existing Customer agrees, that:

1. Potential/Existing Customer will not directly or indirectly during or after Potential/Existing Customer’s relationship with the Company give, disclose, publish or disseminate to any person not authorized in writing by the Company to receive or use (except as specifically authorized by a Company officer) any Company Confidential Information.
2. Potential/Existing Customer will return to the Company as soon as possible when requested in writing by an officer of the Company, and in any event within ten (10) days of said written request, any Company Confidential Information in Potential/Existing Customer’s possession, custody or control, and will cause any other person authorized to receive such information to whom Potential/Existing Customer has provided such information to return all copies of all such Company Confidential Information at the same time. To the extent that any such information is stored electronically on any telephone, computer or other equipment owned by Potential/Existing Customer or its employees and agents, Potential/Existing Customer will print the information to provide to Company (at the request of Company) and, thereafter, arrange to permanently delete it from any such devices.
3. Potential/Existing Customer and its employees will not solicit Company’s employee(s) to work for Potential/ Existing Customer or otherwise solicit them to terminate employment with Company. Potential/Existing Customer also agrees not to solicit Company employee(s) to disclose Company Confidential Information for any purpose except in furtherance of Potential/Existing Customers contracts with Company.
4. Potential/Existing Customer will remain informed of the Company’s policies and procedures for safeguarding Company Confidential Information, including proprietary data, trade secrets and confidential information, and will strictly comply therewith at all times. Potential/Existing Customer will take such action as is appropriate to cause any third persons who have a need to receive Company Confidential Information from Potential/Existing Customer to be aware of and to respect the confidentiality of Company Confidential Information.

_____ Customer Initials

_____ Solar Innovations® Initials

5. Potential/Existing Customer understands and acknowledges that the Company claims ownership of Company Confidential Information, and that no option, license, or conveyance of such rights to Potential/Existing Customer is granted or implied under this Agreement. If any such rights are to be granted to Potential/Existing Customer, such grant shall be expressly set forth in a separate written instrument signed by both parties.
6. Potential/Existing Customer agrees to promptly disclose to the Company all improvements, inventions, techniques, know-how, and data made, conceived or reduced to practice, either alone or jointly with other, which are based upon or use in any way Company Confidential Information. Potential/Existing Customer agrees to assign any rights Potential/Existing Customer may have in and to such information to the Company. All intellectual property rights for products or processes developed from the specific matter or purpose for which disclosure of Company Confidential Information is made hereunder shall be owned by the Company.
7. Potential/Existing Customer understands and acknowledges that:
 - (a) Potential/Existing Customer is not party to any agreement, oral or written, or any relationship, nor has Potential/Existing Customer assumed any obligation inconsistent with this Agreement;
 - (b) This Agreement is a condition of Potential/Existing Customer's relationship with the Company and was executed to induce Company to do business with Potential/Existing Customer., a Breach of the terms and conditions of this Agreement is grounds for immediate termination of Potential/Existing Customer's association with the Company;
 - (c) Monetary damages will be an inadequate remedy in the event that the terms and conditions of this Agreement are breached, and that the Company shall be entitled to injunctive relief to stop or prevent further violations, in addition to any other relief in law or equity;
 - (d) If any action for damages for improper release of either Company Confidential Information or other confidential information entrusted to the Company is brought against the Company by any party who has provided confidential information to the Company, and such disclosure has been caused in whole or part by Potential/Existing Customer, Potential Existing Customer will be liable to the Company and to such other party for all damages, including attorneys' fees, incurred by the Company and such third party on account of Potential/Existing Customer's part in disclosure of such confidential information;
 - (e) If legal or equitable action is required to be taken by the Company to enforce this Agreement, Potential/ Existing Customer will be responsible for the payment to the Company of any and all costs and expenses, including attorneys' fees, incurred by the Company in furtherance thereof;
 - (f) If any provision or part of this Agreement is found unenforceable for any reason, the remaining provisions of this Agreement shall continue to be binding and enforceable.
8. This Agreement shall be binding upon, and inure to the benefit of, the respective successors, heirs, personal representatives and assigns of Potential/Existing Customer and the Company, and shall be governed by the laws of the Commonwealth of Pennsylvania.

_____ Customer Initials

_____ Solar Innovations® Initials

POTENTIAL/EXISTING CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT HAS BEEN READ AND UNDERSTOOD BY POTENTIAL/EXISTING CUSTOMER'S REPRESENTATIVE. POTENTIAL/EXISTING CUSTOMER HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL AND HAS EITHER DONE SO OR VOLUNTARILY CHOSEN NOT TO DO SO.

POTENTIAL/EXISTING CUSTOMER: _____
PLEASE PRINT

POTENTIAL/EXISTING CUSTOMER: _____
PLEASE SIGN

TITLE: _____

DATE: _____

WITNESS: _____
PLEASE PRINT

WITNESS: _____
PLEASE SIGN

TITLE: _____

DATE: _____

Solar Innovations® Architectural Glazing Systems

COMPANY REPRESENTATIVE: _____
PLEASE PRINT

COMPANY REPRESENTATIVE: _____
PLEASE SIGN

TITLE: _____

DATE: _____

_____ Customer Initials

_____ Solar Innovations® Initials