

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY and NON-CIRCUMVENTATION AGREEMENT** (hereinafter, the "Agreement"), is entered into by and between NexGen WoWTech, LLC, (hereinafter known as "WOWTECH"), a Wyoming LLC, having its principal place of business at, 5706 O'Bannon Drive, Las Vegas, NV, 89146, and; _____(Company or Individual name), with an address of, Street, _____, City, _____ State, _____ Zip, _____, (hereinafter known as "RECEIVER"), on this date, the ____ day of _____, 2017.

WITNESSETH

WHEREAS, RECEIVER wishes to obtain proprietary and confidential information from WOWTECH for the limited purpose of assisting RECEIVER's consideration of whether to enter into a further contractual arrangement, and/or an investment with WOWTECH; and

WHEREAS, WOWTECH follows a strict policy of protecting the proprietary and confidential information it possesses, as well as the patent, trade secret, trademark, business and industrial know-how, franchising strategy, copyright, business contacts and other intellectual property rights relating to that information, and RECEIVER understands and acknowledges that all proprietary and confidential information disclosed by WOWTECH shall be kept confidential; and

NOW THEREFORE, in consideration of the premises and considerations stipulated herein and the disclosure of proprietary and confidential information from WOWTECH for the "Limited Use" as defined below, the parties agree as follows:

- 1) **Proprietary and Confidential Information** – The parties agree that any proprietary and confidential information ("Confidential Information") that is or has been disclosed by or under the authorization of, or results from prior discussions pertaining to such disclosures, shall be subject to the terms of this Agreement. "Confidential Information" includes all business contacts, business and technical information whether disclosed in writing, orally, or in any other form, tangible or intangible, including but not limited to:
 - a) Information concerning building products, stucco, marketing strategies, inventions, discoveries, concepts, ideas, techniques, processes, designs, specifications, drawings, diagrams, models, samples, flow charts, computer programs, algorithms, data, databases, studies, mathematical calculations, finances and plans, customer lists, potential customers, business references, business plans, contracts, marketing plans, production plans, distribution plans, system implementation plans, business concepts, supplier information, business procedures and business operations and all materials related thereto:

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- b) All know-how, business strategies and intellectual property; and
- c) All unpublished copyrightable material; and
- d) Any use, variation, application, reduction to practice, discussion and any other communication regarding or relating to WOWTECH, or any of its combined or related technologies.

2) **Exceptions**– Confidential Information does not include that information which:

- a) is not a “trade secret” as defined in the Uniform Trade Secrets Act, or which hereafter ceases to be a trade secret through no breach of this Agreement by RECEIVER, or those to whom it has provided the information hereunder; or
- b) is received by RECEIVER from independent sources having the right to such information without an obligation of confidence, non-circumvention or non-disclosure, and without the information having been solicited or obtained by any unknown, unapproved or unauthorized use of the Confidential Information; or

RECEIVER represents that he/she/they are not presently engaged in any business activities relating to developing technologies to compete with any of the specific WOWTECH technologies or products, as they apply to any organic or inorganic material, coal related CCP’s, and therefore the RECIEVER has no prior knowledge regarding the specific subject matter to be disclosed by WOWTECH under this agreement and is engaged in no development efforts relating to the specific subject technology of this Agreement.

- 3) **Limited Use** - RECEIVER shall use the confidential information only for the consideration of whether to enter into a further contractual arrangement with WOWTECH (“Limited Use”). Nothing in this Agreement shall be construed to grant RECEIVER any sort of license, use, or any other rights in, or to, the Confidential Information beyond the limited permission granted herein to review the Confidential Information for the Limited Use. RECEIVER shall not modify, disassemble, reverse engineer or circumvent any of the WOWTECH technology, ideas, business plans, contacts, third parties, consultants and/or marketing strategies developed by WOWTECH, currently known or unknown to the Receiver except pursuant to a written agreement with WOWTECH so providing, with **no** exceptions.
- 4) **Non-Disclosure to Third Parties** – RECEIVER shall keep the Confidential Information strictly confidential and in trust for WOWTECH. RECEIVER shall use its best efforts to safeguard the Confidential Information, taking at least the same strict precautions, it would take to safeguard its own most valuable proprietary and Confidential Information.

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- a) RECEIVER shall not disclose any portion of the Confidential Information to any third party, unless WOWTECH specifically agrees in writing in advance, and the third party agrees in writing to be bound to WOWTECH as RECEIVER is bound by this Agreement (in its entirety) or by terms substantially similar which are agreed upon by the third party and WOWTECH.
- b) RECEIVER shall immediately notify WOWTECH upon receiving any request made by any non-authorized third party to disclose any Confidential Information and shall cooperate with WOWTECH in its efforts to protect the Confidential Information from disclosure. Should any third party make any unauthorized use of any of the Confidential Information provided to the RECEIVER hereunder, the RECEIVER shall immediately notify WOWTECH and cooperate in taking steps to protect the Confidential Information from further unauthorized use.
- c) RECEIVER may disclose material to the extent required to be disclosed pursuant to final court order, provided however that RECEIVER shall: I) promptly notify WOWTECH upon its receipt of any pleading, discovery request, interrogatory, motion or other paper that requests or demands disclosure of the WOWTECH Confidential Information, II) oppose any request for disclosure, and that failing, seek to have access and use limited by a protective order; and III) provide WOWTECH all reasonable opportunity and assist WOWTECH in its efforts to contest any requirement of disclosure, seek judicial protection against the disclosure and have such disclosure as is required made under a protective secrecy order.
- 5) **Employee access and Control of the Information** – RECEIVER agrees that only those RECEIVER employees who need to know the content or details of the Confidential Information for the Limited Use of this Agreement will have access to same, and then only to the extent necessary to carry out their respective tasks. As part of its obligation to safeguard the WOWTECH Confidential Information, RECEIVER agrees that prior to and as a condition of his or her access to the Confidential Information, each employee shall sign an acknowledgment of this Agreement in the form set forth in Attachment “A” and shall be advised that they are bound by and must conduct their behavior in accordance with the terms of this Agreement, with no exceptions. RECEIVER shall keep copies of all such acknowledgments, and provide copies to WOWTECH immediately.
- 6) **Term of Agreement** – The obligations under this Agreement shall begin from the first disclosure of the WOWTECH Confidential Information between the parties and continue for two (2) years from the date of the last disclosure. This Agreement shall be automatically renewed from time to time, as legally permissible, to continue the intent of this, the original Agreement.

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Upon termination of discussions in furtherance of the Limited Use of this Agreement between WOWTECH and RECEIVER or at any time upon WOWTECH's request, RECEIVER agrees to stop even the Limited Use of the Confidential Information hereunder and to:

- a) Return promptly all documents and other tangible materials provided by or under authorization of WOWTECH that contain evidence, records, or derive from, or reveal any of the Confidential Information; and
 - b) Destroy all documents and other tangible materials generated by RECEIVER or its employees that evidence, record, derive from or reveal any of the Confidential Information. RECEIVER shall immediately certify in writing that such materials have been so returned or destroyed.
- 7) **Ownership of the Confidential Information** – All Confidential Information, and all information that derives from it, is, shall be and will remain the exclusive property of WOWTECH, until and unless some other Agreement is made regarding that Confidential Information. This Agreement does not transfer any license or other rights to use the Confidential Information other than for the Limited Use, and does not obligate WOWTECH to provide any such rights in the future. If during the term of this Agreement, RECEIVER either directly or indirectly, or through a third party makes, develops or contributes to any inventions, applications, techniques, processes, specifications, contacts, plans or any work of authorship that is based on, improves upon, is derivative of, or results from any use of the WOWTECH Confidential Information, RECEIVER agrees to assign all rights therein to WOWTECH, until or unless the parties enter into some other written agreement regarding the Confidential Information. RECEIVER agrees to do what is reasonably necessary to perfect this assignment.
- 8) **General Representations** – RECEIVER and WOWTECH each warrant and represent that the terms of this Agreement are not inconsistent with any other contractual or legal obligations they may have with third parties. WOWTECH makes no other representation or warranty regarding the validity, accuracy or reproducibility of the Confidential Information disclosed to RECEIVER.
- 9) **Subject Technology Representation** – Apart from the discussions with WOWTECH contemplated herein, RECEIVER represents that to the best of its knowledge, upon investigation, neither RECEIVER nor (if applicable) its partners, principals, officers, operators, owners, subsidiaries, affiliates, nor the signatories to Attachment “A” hereto (collectively, the “Receiver Group”), has acted within the past five years to acquire, license, develop and/or market any technology or business plan related to any technology or information contained in the WOWTECH Confidential Information.

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B. Related Activities/Protection of Disclosures – During the term of this Agreement, RECEIVER will not engage, either directly or indirectly, through a third party (including any member of the Receiver Group), in attempting to acquire, license, develop, and/or the marketing of any technology or information, etc., which is related to the Confidential Information without first providing written notice to WOWTECH and obtaining WOWTECH’s express written approval of procedures that RECEIVER shall take to safeguard the Confidential Information from disclosure and use in such activities or potential acquisitions.

10) **Injunctive Relief** – RECEIVER acknowledges that the WOWTECH Confidential Information is of a unique character and has other substantial proprietary value to WOWTECH, such that if RECEIVER does not uphold its obligations, WOWTECH will be irreparably harmed. RECEIVER therefore agrees that WOWTECH shall be entitled to obtain immediate injunctive relief to specifically enforce this Agreement and prevent disclosure of the Confidential Information. Such injunctive remedies shall not be deemed to be the exclusive remedies for a breach by RECEIVER of this Agreement but shall be in addition to all other remedies available or provided by law to WOWTECH, to specifically include monetary damages and court costs.

11) **Miscellaneous** –

a) This Agreement may not be assigned or sublicensed by RECEIVER, and any such transfer shall be null and void. No failure or delay of either party in exercising its rights herein shall be deemed a waiver.

b) The terms herein may only be terminated, modified, amended, or waived by a writing signed by both parties.

c) The provisions of this Agreement are severable. To the extent that any provision, portion or extent of this Agreement is determined by the final judgment of a Court having a competent jurisdiction to be invalid, illegal or otherwise unenforceable, then that provision, portion, or extent will be limited if possible and only thereafter severed if necessary. Any such limitation of severing shall be only to the extent necessary to render this Agreement valid and enforceable. The remaining provisions, portions, and extent of the Agreement will be enforced to give effect to the intention of the parties insofar as possible.

d) This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, excluding its conflict of laws or choice of law principles. The parties agree that any controversies arising under this Agreement shall be presented before the State Courts for the State of Nevada, County of Clark, and the Federal District Court. WOWTECH and RECEIVER hereby submit themselves to the personal jurisdiction of such courts in connection with any such proceedings, and agree to accept such service of process by mail.

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e) This Agreement may be executed in one or more counterparts, including facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. WOWTECH's technology and science is exclusive of the scope and meaning of which it is intended to be broadly construed and includes the process of crushing or reducing materials to size, allowing the crushed materials to be used commercially, or separated by air, water or otherwise into its component parts, with the separation being based on chemical, physical or air particle separation or the different specific gravity's of the various constituent elements. The WOWTECH science also includes various precious metal extraction methods, proprietary fireproofing & insulating products, cement, concrete related, coal combustion by-products, AAC building products, stucco, organic, inorganic and various energy efficiency HVAC synthetic catalysts, CO2 reduction, clean coal, solar and biomass related technologies, including waste water recycling methodologies.

The terms of this Agreement are expressly accepted and agreed to by the authorized parties for WOWTECH and the RECEIVER below;

NexGen WowTech, LLC.

BY:

_____ Date _____

RECEIVER'S COMPANY NAME: _____

_____ PRINT OFFICER'S NAME

BY: _____ OFFICER'S SIGNATURE

OR:

BY: _____ PRINT INDIVIDUAL'S NAME

_____ INDIVIDUAL'S SIGNATURE _____ Date _____

Please write your mailing address and phone number below and affix a business card to this Agreement.

_____ Street Address

_____ City State

_____ Zip Code
Confidentiality Agreement

Attachment "A"

EMPLOYEE or AGENT OF THE RECEIVER

I understand that the Information provided by WOWTECH Technologies, Inc., located at, 5706 O'Bannon Drive, Las Vegas, Nevada 89146, (hereafter known as "WOWTECH") to; _____ ("RECEIVER's COMPANY NAME"), my employer/or associate, is to be held in strict confidence, used only to evaluate the RECEIVER's interest in a further contractual arrangement with WOWTECH, and disclosed **only** to those employees of the RECEIVER who need to know it in order to carry out this evaluation, and who have also acknowledged this undertaking in writing, including all financial advisors, agents, et al. I agree to faithfully maintain this confidence and to meet all other obligations of this Confidentiality/Non-Circumvention Agreement, a copy of which has been provided to me, and which I have read completely and fully understand.

Signature Dated _____

Address

() Phone

Witness:

Signature Dated _____

Address

() Phone