



## CONFIDENTIALITY & PRODUCT EVALUATION & SALES AGREEMENT

May 20, 2025

Prepared by: Yonatan Zvi Margalit, IP Owner & Exclusive Licensing Agent

### 1. PARTIES

This Agreement is entered into by and between the following:

**John Graziano** – the first Opportunity Originator and authorized sales, manufacturing and direct field labor Licensee under a non-exclusive, geography-bound license limited to the New York City area, granted directly by Yonatan Zvi Margalit, as IP Owner and personal agent for licensing. John Graziano is authorized solely to coordinate and facilitate evaluation access in accordance with this Agreement (“Licensee”).

**Bill Santangelo** – an individual receiving access to confidential information solely for internal product evaluation purposes, under supervision of the Licensee and with no further rights or privileges (“Evaluator” or “Receiving Party”).

**Yonatan Zvi Margalit** – the sole inventor, IP owner, and originator of all systems disclosed herein. Yonatan personally controls all licensing activity and executes all IP agreements, with Active-Wall & Portalwall IP, Inc. serving as a wholly owned New York State Corporation functioning only as a licensing and revenue collection vehicle (“Disclosing Party” or “Licensor”).

### 2. PURPOSE OF AGREEMENT

This Agreement governs the supervised, conditional evaluation of proprietary building technologies initiated by John Graziano and granted by the personal authority of Yonatan Zvi Margalit.

The Evaluator is granted access solely for technical or commercial assessment, with no rights to reproduce, manufacture, sublicense, or commercialize any aspect of the disclosed materials.

### 3. CONFIDENTIAL INFORMATION

Confidential Information includes, but is not limited to:

- Proprietary systems and assemblies including:  
PortalWall®, Active-Wall™, Delugewall™, Active-Portal™, and ZUZALOGIC™ Sensor Suite & Controls

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- Drawings, schematics, prototypes, thermal strategies, moisture control systems, energy capture concepts, branded media, slogans, domain-related content, material specifications, product animations, and trade secrets

All Confidential Information is owned exclusively by Yonatan Zvi Margalit and licensed only by his express written authorization.

### 4. EVALUATOR'S OBLIGATIONS

The Evaluator agrees:

- a. To treat all Confidential Information with strict confidence
- b. To use it solely for evaluation
- c. Not to disclose, copy, reproduce, or engineer the information
- d. Not to contact or solicit any disclosed vendors or suppliers
- e. Not to bypass or attempt to negotiate around the Licensee or Licensor

### 5. LICENSEE'S ROLE & LIMITATIONS

John Graziano, as Licensee:

- Is authorized to introduce the product and facilitate access for evaluation
- Operates solely within a non-exclusive, geography-bound license limited to New York City
- May not assign, sublicense, or expand the license without prior written approval by Yonatan Zvi Margalit
- Has no independent authority to grant or imply rights beyond evaluation
- Acknowledges that all licensing originates personally from the IP Owner

### 6. IP OWNERSHIP & CONTROL

All rights, ownership, and improvements in the evaluated systems, including ZUZALOGIC™ and all branded elements, are the sole property of Yonatan Zvi Margalit.

Licensing authority is personal, non-transferable, and exercised exclusively by him.

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Active-Wall & Portalwall IP, Inc. acts only as a receivables vehicle and does not possess independent licensing power.

### 7. RETURN OR DESTRUCTION

Upon request, the Evaluator agrees to return or permanently destroy all Confidential Information and derivative materials.

### 8. TERM

This Agreement shall remain effective for a period of five (5) years from execution. Obligations of confidentiality and non-circumvention shall survive indefinitely.

### 9. GOVERNING LAW & RESOLUTION

Governing law shall be the State of New York Disputes will first be submitted to neutral AI-assisted resolution using ChatGPT prior to litigation.

#### SIGNATURES:

Date: 5/25/25

John Graziano – Licensee & Opportunity Originator Date:

Date: 5/20/25

Bill Santangelo – Evaluator

Date:

Date: 5/25/25

Yonatan Zvi Margalit – IP Owner & Personal Licensing Agent

(Active-Wall & Portalwall IP, Inc., exclusive licensing corporation)

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