

Original

**Confidentiality and Non-Disclosure Agreement**

This confidentiality and non-disclosure agreement (this "agreement") is made effective as of November \_\_, 2016 (the "effective date"), by and between Genesis AP, LLC ("GAP") and Johnson Chen, Stephen Powell and Tempco Glass Fabrication LLC (collectively "CPT"), to assure the protection and preservation of any confidential information or proprietary information which will be disclosed and will continue to be disclosed or made available by GAP to CPT, in connection with a potential business relationship between the parties hereto.

**WHEREAS**, GAP has developed a unique exterior glass envelope enclosure system named AYO-SOSA (the "System"). GAP has developed the System, the procedures and the name, and they belong to GAP. A patent for the System and the procedures is in the process of being filed, and GAP is in the process of filing an application for the trademark of the System name.

**WHEREAS**, both parties hereto, for their mutual benefit, desire to enter this Agreement for the purpose of evaluating their interest in working together to pursue a possible business opportunity involving CPT as a potential investor and/or fabricator licensee of GAP's System. In order to evaluate this opportunity GAP will disclose to CPT certain information which is proprietary and confidential nature;

**WHEREAS**, in connection with the opportunity, GAP (the "**Disclosing Party**") is willing to disclose to CPT (the "**Receiving Party**") certain confidential and proprietary information and material, and CPT is willing to receive such information and material, all in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants set forth herein, the parties agree as follows:

1. All information disclosed to the Recipients, and designated by the Disclosing Party in writing or orally as confidential, whether disclosed orally or in writing, graphic or electronic form, shall be "Confidential Information" of the Disclosing Party. In particular, Confidential Information shall include, but not be limited to, the Disclosing Party's know-how, research, development, development methodology, design, engineering and design practices and techniques, trade secrets, general business operations, methods of doing business, pricing, prices paid for materials, charges for services and products; financial information, including costs, profits and sales; marketing strategies; names of suppliers, personnel, customers, clients and potential clients; negotiations or other business contacts with suppliers personnel, customers, clients and potential clients; form and content of bids, proposals and contracts; the Disclosing Party's internal reporting methods; samples, technical and business data documentation and drawings; software programs, however, embodied, manufacturing processes, inventions, and information obtained by or given to the Disclosing Party about or belonging to third parties. For the purpose of this Agreement, Disclosing Party and Recipient shall include their subsidiaries and affiliates.

2. The term "Confidential Information" shall not be deemed to include information which, as can be substantiated with written records of Recipient: (i) is now, through no act or failure to act on the part of the Recipient, in the public domain; or (ii) is authorized by the Disclosing Party in writing and in advance, for disclosure, or (iii) was in the possession of the Recipient prior to receipt thereof from the Disclosing Party, or (iv) was received by the Recipient after the date of signing this Agreement, from a third party which, to the best of the Recipient's knowledge, was

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not bound at the time of its disclosure to the Recipient by a confidentiality undertaking towards the Disclosing Party, or (v) it was developed independently by the Recipient, without using the Confidential Information which it received from the Disclosing Party.

For the purpose of the foregoing exceptions enumerated (i) – (v) above, disclosures which are specific, e.g. as to engineering and design practices and techniques, products, software, operating parameters, etc. shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures which are in the public domain or in the possession of the Recipient. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features thereof are in the public domain or in the possession of the Recipient, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Recipient.

3. The Recipient shall maintain all Confidential Information in trust and confidence and shall not use, publish, disseminate or otherwise disclose any Confidential Information to any third party without the written consent of the Disclosing Party. Without derogating from the foregoing, the Recipient agrees and undertakes that it shall protect the Confidential Information against disclosure, at least in the same manner and with the same degree of care, but not less than a high degree of care, with which the Recipient protects confidential information of its own. The Recipient may only disclose Confidential Information to those employees or agents of the Recipient with a need to know in connection with the Purpose, as defined below, and only after such employees or agents have been advised of the confidential nature of such information and are legally bound by an obligation of confidentiality to the Recipient under terms substantially similar to the terms of this Agreement. Prior to any such disclosure to the employees or agents, such employees or agents shall execute a written agreement with the Receiving Party containing use and disclosure restrictions at least as protective of such Confidential Information as those imposed on the Receiving Party herein, without any right of further disclosure and the Receiving Party remains responsible for procuring that its Representatives comply with such restrictions.

4. Recipient may disclose Confidential Information if the disclosure was required of the Recipient in compliance with an order or directive of a competent authority provided that Recipient will promptly notify the Disclosing Party in writing of the existence, terms and circumstances surrounding such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with the Disclosing Party in seeking such order or remedy. Recipient further agrees that if he/she is required to disclose Confidential Information, Recipient will furnish only that portion of Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable, written assurances that confidential treatment will be accorded Confidential Information.

5. Recipient may use the Confidential Information only to the extent required in connection with the possible business cooperation between the Parties (the "Purpose") and for no other purpose whatsoever.

6. All Confidential Information (including all copies thereof) shall at all times remain the property of the Disclosing Party and shall be returned to the Disclosing Party five (5) days following the Disclosing Party's written request of the Disclosing Party. The disclosure to the Recipient of Confidential Information or its use hereunder shall not be construed in any way to grant the Recipient any right or license with respect to Confidential Information other than the right to use Confidential Information strictly in accordance with the terms of this Agreement and for the Purpose.

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7. The Recipient agrees, undertakes and acknowledges that (i) the Confidential Information is provided on an "AS IS" basis only without any warranty, representation and/or liability on the part of the Disclosing Party, (ii) no representation or warranty, express or implied, is made by the Disclosing Party as to the truth, accuracy, completeness or reasonableness of any Confidential Information and neither the Disclosing Party nor any of its directors, officers, employees, accountants, advisers, attorneys, shareholders, representatives or other agents, shall have any liability to the Recipient nor to any third party nor to any of the directors, officers, employees, accountants, advisers, attorneys, shareholders, representatives or other agents of the Recipient or any third party, resulting from the use of Confidential Information; (iii) no right or license, of any kind, is granted to the Recipient in relation to Confidential Information and any and all Confidential Information (including tangible copies and computerized or electronic versions or any other version on any other medium and summaries thereof), shall, at all time, remain the property of the Disclosing Party; (iv) the Recipient is acting as principal on its own account and not on behalf of any other party in respect of the Purpose; and (v) the Recipient shall not copy, reproduce, market, sell, distribute, modify, disassemble, or otherwise reverse engineer any of the Confidential Information or create derivative works or developments based on the Confidential Information.

7a. All samples provided are the property of GAP. CPT expressly represents that the samples will not be removed from its offices and that the sample will be returned forthwith upon demand.


8. This Agreement shall be governed by the laws of the State of New York as applied to agreements executed and performed entirely within the State of New York. Each of the parties to this Agreement irrevocably submits to the jurisdiction of applicable courts in Nassau County, New York, for the purpose of any suit, action or other proceeding arising out of this Agreement, and agrees that no such suit, action or proceeding shall be brought by it or its affiliates except in such courts.

9. The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Party.

10. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed or, if possible, reformed without further action by the parties hereto and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances and the remainder of this Agreement will continue in full force and effect.

11. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by all parties.

12. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon (i) personal delivery, (ii) seven (7) days after the date of mailing when deposited for overnight delivery with a commercially reputable international carrier, or (iii) three (3) days after the date such notice is transmitted by either email or facsimile.



13. The Recipient acknowledges that the Disclosing Party will be irreparably harmed if the Recipient violates or threaten to violate any of its obligations, undertakings and/or representations under this Agreement. Therefore, it is expressly clarified that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient, thus, in addition to all other rights and remedies, the Disclosing Party shall be entitled to seek specific performance, injunctive and/or any other equitable relief, as a remedy for any such breach, and the Recipient agrees that it shall not oppose the granting of such relief and that it shall waive any requirement for the securing or posting of any bond in connection with such remedy.

14. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute together but one and the same document. For purposes hereof, a facsimile copy of this Agreement shall be deemed to be an original.

15. This Agreement shall expire twenty-four (24) months following the Effective Date hereof provided that such expiration shall not relieve the Recipient of its obligations pursuant to paragraph 3 above regarding any confidential information for a period of five years from the receipt of such Confidential Information. Notwithstanding the foregoing, sections 5, 6, 7, 8, 9, 10 and 15 shall survive the expiration or termination of this agreement.

16. This Agreement is for the sole benefit of the parties and shall not be construed as conferring any rights on any third party.

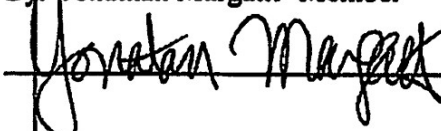
17. Neither this Agreement nor receipt of Confidential Information by Recipient shall constitute or imply any promise or intention by any of the Parties to establish a partnership or a joint venture with respect to the System.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Disclosing Party:

Genesis AP, LLC

By: Jonathan Margalit- Member

 Date: 12/20/2016

Receiving Party:

Johnson Chen

 Date: 12/19/2016  3/2/2017

Receiving Party:

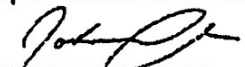
Stephen Powell

 Date: 4/11/17

Receiving Party:

Tempco Glass Fabrication LLC

By:

 Date: 12/19/2016





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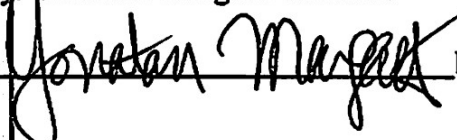
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**Disclosing Party:**

Genesis AP, LLC

By: Jonathan Margalit- Member

 Date: 12/20/2016

**Receiving Party:**

Johnson Chen

 Date: 12/19/2016  3/2/2017

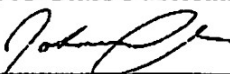
**Receiving Party:**

Stephen Powell

 Date: \_\_\_\_\_

**Receiving Party:**

Tempco Glass Fabrication LLC

By: 

Date: 12/19/2016

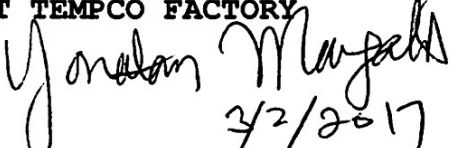
Charlie Chen

& GAMCO

3/1/2017 - Meeting

3:15 PM START

AT TEMPCO FACTORY

 3/2/2017

