

CONFIDENTIALITY AGREEMENT AND NON-EXCLUSIVE LICENSE AGREEMENT

Version: Confidentiality_License_Agreement_v2

This Agreement is made and entered into as of November 1, 2024 (the “Effective Date”), by and between:

TGS/Clearview

Signatory: John Graziano

Address: 160 Wilbur Place, Bohemia, New York

Yonatan Zvi Margalit (“Inventor & Owner”)

Address: 81 Washington Ave, Lawrence, NY 11559

Inventor & Owner of Advanced Building Walls and Enclosures (the “Technology”), designed to address extreme thermal management, moisture management, fire and smoke control, and other critical enclosure challenges. The Technology is disclosed in multiple patent applications and detailed on the following websites and resources:

- General Information Resource:
www.portalwall.com | www.active-wall.com

The Technology incorporates mature and maturing designs, variable air pressure control units, and preferred vendors for sensor hardware, control units, and software.

1. Purpose

The parties agree to disclose certain confidential and proprietary information (the “Confidential Information”) solely for evaluating or pursuing a business relationship concerning the Technology (the “Purpose”).

2. Confidential Information

Confidential Information includes, but is not limited to:

- Trade secrets, technical data, business strategies, designs, methodologies, and processes.
- The Licensor’s unique understanding of recognizing the problem that the Technology addresses, which is considered a trade secret and a critical element of the Licensor’s intellectual property.
- Comprehensive solutions developed to address the recognized problem, which represent proprietary insights and competitive advantages.
- Any information shared in written, oral, electronic, or other formats marked as confidential or which a reasonable person would recognize as confidential.

3. Obligations

Each party agrees to:

- a) Notify the Licensor of any competing designs prior to signing this Agreement and immediately upon learning of them thereafter.
- b) Protect the Confidential Information with the same degree of care used to protect its own confidential information (no less than reasonable care).
- c) Not disclose the Confidential Information to any third party without prior written consent.
- d) Use the Confidential Information only for the Purpose described above.

4. Acknowledgment of Uniqueness

The Licensee acknowledges that, as of the Effective Date, the Technology represents unique advancements and features not present in any other product on the market, providing significant competitive advantages and commercial opportunities.

The Licensee has identified substantial market potential for the Technology and affirms a strong belief in the ability to deliver upon this potential through the application of the Technology's innovative features, strategic design, and quality control.

5. Non-Exclusive License Terms

a) Grant of License:

The Inventor & Owner grants the Signatory a non-exclusive, non-transferable, and revocable license to use the Technology solely for agreed-upon purposes.

b) Limitations of Use:

The Signatory may not sublicense, sell, assign, or transfer the licensed Technology without prior written consent.

c) Intellectual Property Rights:

The Inventor & Owner retains all rights, title, and interest in the Technology, including any mature and maturing designs, patents, copyrights, trademarks, or trade secrets.

d) Assembly Standards:

The Licensee must follow strict assembly methods and reference the provided resources:

e) Licensing Fee – Non-Refundable:

The Licensee agrees to pay a Non-Refundable Licensing Fee as follows:

- 5% of the project's exterior wall and/or window aggregate value (minimum annual fee of \$50,000).
- \$10,000 due at signing (non-refundable).
- Remaining \$40,000 payable over six months in weekly payments of \$1,538.46.
Failure to meet payment terms may result in termination per Section 5(g).

f) Royalties and Additional Fees:

The Signatory agrees to pay any additional royalties, fees, or other compensation as separately negotiated.

g) Termination:

The Inventor & Owner (Licensor) and the Licensee may terminate this Agreement only for convenience with 90 days' prior written notice to the other party.

6. Quality Control & Consistency

To ensure consistent quality, the Licensee must purchase key components exclusively from the Licensor, including:

- Aluminum Extrusions
- Insulation Modules
- Sensors
- Central Monitoring Systems

Deviation requires prior written consent; otherwise, it constitutes a breach of this Agreement.

Ongoing Research and Development Updates:

The Licensor will provide ongoing R&D updates via a direct link to the Fabricator's Resource.

THIS AGREEMENT WAS TERMINATED FOR CAUSE FIRST WEEK OF JUNE 2025

7. Ownership of Samples and Mock-Ups

- a) All samples produced by the Licensee remain the sole property of the Licensor.
- b) Applies regardless of size or integration into buildings, mock-ups, or lab/presentation settings.
- c) Removal exceptions must be resolved through notification and mutual agreement.
- d) All samples must be returned within 30 days unless otherwise agreed.
- e) Licensor Material and Resource Allocation:
The Licensor has some material available for use in building samples and has allocated certain financial resources to support such efforts.

8. Licensee Obligations

The Licensee:

- Shall notify the Licensor immediately of competing designs or potential IP infringements.
- Shall not integrate designs from other systems into projects involving the Technology without prior written consent.
- Shall not contact the Licensor's resources, including vendors, suppliers, or contractors, without the prior written consent of the Licensor.

9. Future Joint Operating Company

a) Fabrication Resources:

The parties may form "Graziano and Margalit" as a preferred operating company, with financial benefits distributed as follows: one-third to each of the three partners and funded by Graziano.

b) Additional Fabrication Resources Already Established by Licensor:

- RJ Aluminum (Indianapolis)
- Tempco (Flushing, Queens)
- Sussman Architectural (Jamaica, Queens)

10. Financial Benefit Connected to IP Sale

a) After 1st Year:

The Licensee shall receive a financial benefit (NOT EQUITY) equal to 5% of the proceeds from the sale of the Licensor's IP.

b) After 2 Years:

An additional 5% financial benefit for a total of 10%, contingent on compliance with all terms.

c) Maximum Financial Benefit:

Shall not exceed 10% of the intellectual property sale proceeds.

11. Term THIS AGREEMENT WAS TERMINATED FOR CAUSE FIRST WEEK OF JUNE 2025

Indefinite Term:

This Agreement remains in effect indefinitely unless terminated in writing by either party with 90 days' prior notice.

Confidential Information:

Obligations persist indefinitely for any information that continues to meet the criteria of confidentiality.

12. Improvements and Innovations

Ownership of Improvements:

All improvements, modifications, derivatives, or new IP developed by the Licensee in connection with the Technology remain the exclusive property of the Licensor.

Yonatan Zvi Margalit – IP Owner & Exclusive Licensor

Assignment of Rights:

The Licensee agrees to assign and transfer any such rights to the Licensor upon creation.

13. Governing Law

This Agreement is governed by the laws of the State of New York.

14. Entire Agreement

This Agreement constitutes the entire understanding and supersedes all prior agreements.

15. Amendments

Amendments must be in writing and signed by both parties.

16. Signatures

For TGS/Clearview (Licensee):

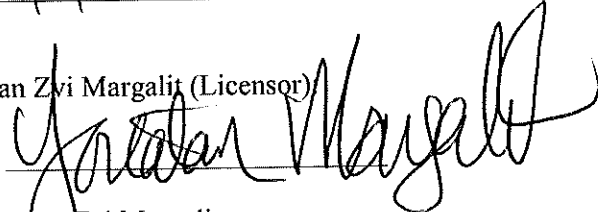
Signature: 

Name: John Graziano

Title: PRESIDENT / TGS

Date: 11/1/24

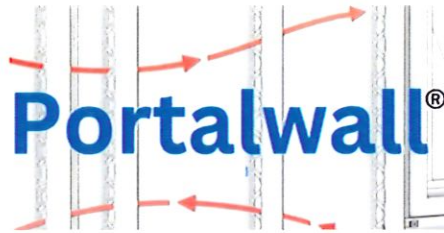
For Yonatan Zvi Margalit (Licensor)

Signature: 

Name: Yonatan Zvi Margalit

Date: 11/1/2024

Witnessed by: _____



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.

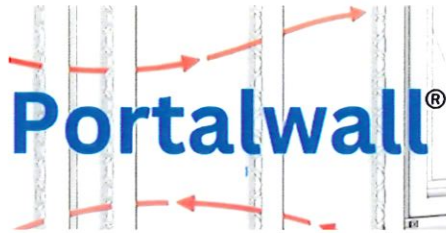
3. CONFIDENTIAL INFORMATION

Confidential Information includes, but is not limited to:

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

Signed Copies sent to legal@portawall.com & cc john@tgs.com

PORTALWALL® + ACTIVE-WALL™ + DELUGEWALL™ + ZUZALOGIC™



CONFIDENTIALITY & PRODUCT EVALUATION & SALES AGREEMENT

- 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

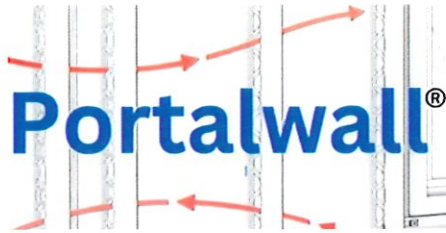
6. IP OWNERSHIP & CONTROL

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.

Signed Copies sent to legal@portawall.com & cc john@tgs.com

PORTALWALL® + ACTIVE-WALL™ + DELUGEWALL™ + ZUZALOGIC™



CONFIDENTIALITY & PRODUCT EVALUATION & SALES AGREEMENT

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: 5/20/25

John Graziano – Licensee & Opportunity Originator Date:

Date: 5/20/25

Bill Santangelo – Evaluator

Date:

Date: 5/20/25

Yonatan Zvi Margalit – IP Owner & Personal Licensing Agent

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

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