MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“*Agreement*”) is made and entered into as of Date (the “*Effective Date*”), between Pristine Sun Corporation, a Delaware corporation, located at 548 Market Street, Suite 13000, San Francisco CA 94104 (“Pristine Sun”), and Company Name, a State of Incorporation Business Type with its principal office at Address, City, State, ZIP (“Counterparty”), referred collectively as “*Parties*” and individually as “*Party*”.

1. Purpose. The Parties wish to discuss a business opportunity of mutual interest (the “*Opportunity*”) and in connection with such Opportunity, each Party may disclose to the other Party certain confidential or proprietary information, including business and technical, which the disclosing Party (“*Discloser*”) desires the receiving Party (“*Recipient*”) to treat as confidential. Each Party may be a "Discloser” or “Recipient” of Confidential Information under this Agreement, depending on the context.

2. “Confidential Information” means any information disclosed by or on behalf of a Party to the other Party, either directly or indirectly, orally, in writing, or by inspection of tangible objects, including without limitation documents, business and financial models or practices, marketing materials and techniques, list of clients and projects, technical design and engineering information, marked as confidential or proprietary and delivered to the Recipient by the Discloser.

 3. Non-confidential Information. Confidential Information does not include any information, which the Recipient can demonstrate by competent evidence, (i) was in the public domain at the time of disclosure, (ii) becomes part of the public domain through no fault of the Recipient, (iii) is already in the possession of the Recipient at the time of disclosure, (iv) is obtained by the Recipient from a third Party without a breach of such third Party’s obligation of confidentiality, or (v) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information, as shown by documents in the Recipient’s possession.

4. Non-disclosure. The Recipient shall hold the Confidential Information of the Discloser in strict confidence commencing on the date of this Agreement, and shall not at any time, without the prior written consent of the Discloser, (i) directly or indirectly disclose, communicate or otherwise make available to any third Party any such Confidential Information, unless such disclosure is required by law, (ii) commercialize, embody in any of its products, or otherwise exploit any of the Confidential Information, or (iii) use, or permit the use of, any such Confidential Information other than for the sole purpose of evaluating, discussing, or implementing the Opportunity. The Parties further agree not to use any of the Confidential Information disclosed under this Agreement for any purpose other than the purpose described above without the prior written consent of the Discloser. In the event that Confidential Information needs to be disclosed to a third Party in order to obtain financing for the Opportunity, Confidential Information shall not be disclosed unless the third Party agrees to be bound by a similar confidentiality agreement and only with the express written consent of the Discloser.

 5. Disclosure to Recipient's Employees and Representatives**.** The Recipient may disclose or make available the Confidential Information to those of its employees and representatives who have a direct "need to know." The Recipient shall inform each such employee and representative of the terms of this Agreement and direct each of them to treat the Confidential Information confidentially. The Recipient agrees to take all steps within its reasonable control to ensure that its employees and representatives protect the confidentiality of the Confidential Information and shall, in any event, be responsible for any breach of the confidentiality of the Confidential Information by any of its employees or representatives.

6. Disclosure Required by Law**.** In the event that the Recipient or any of its employees or representatives is required by applicable law to disclose any of the Confidential Information of Discloser, the Recipient shall (i) furnish only that portion of the Confidential Information which the Recipient is advised by its counsel to disclose, (ii) exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed, and (iii) to the extent not prohibited by law, provide notification to the Discloser and allow the Discloser a reasonable opportunity to protect its Confidential Information.

 7. No Representation or Warranty**.** The Discloser, including its employees, officers, directors, agents, representatives and controlling persons, does not and will not make any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. Each Party agrees that neither it nor its Representatives shall have any liability to the other Party or its Representatives as a result of its reliance on or use of the Confidential Information or any inaccuracy therein or omission therefrom.

 8. Property. All Confidential Information and all materials containing Confidential Information delivered to the Recipient by the Discloser under this Agreement are and remain the exclusive property of the Discloser. The Recipient shall at its own cost and expense promptly return to the Discloser or destroy (at the Recipient’s sole election), upon the Discloser's written request, for any reason and at any time, all materials, documents, papers, samples, information, or other material, in any form or medium, and any copies thereof and extracts therefrom, in its possession or under its control, which may contain or be derived from the Confidential Information. Notwithstanding the foregoing, neither Recipient nor its Representatives shall be obligated to (a) return or destroy any Confidential Information retained pursuant to applicable law, rule or regulatory authority, or (b) erase Confidential Information contained in an archived computer system in accordance with such person’s bona fide security and/or disaster recover policies.

 9. No License Implied**.**  This Agreement shall not be construed to grant to the Recipient any license or other rights with respect to the Confidential Information.

 10. No Obligation. Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.

 11. Term. The obligations of this Agreement shall be continuing and binding on the Recipient until the earlier of (i) three (3) years from the Effective Date, or (ii) the time that the Confidential Information is no longer confidential other than by a breach of this Agreement by the Recipient.

 12. Assignment. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

 13. Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California without giving effect to the conflict of lawsprinciples.

 14. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all proposals, negotiations, representations, warranties, conditions and agreements, collateral or otherwise, oral or written, made prior to the execution of this Agreement.

 15. No Waiver. Any failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision.

 16. Partial Invalidity. If any of the provisions of this Agreement is not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall nonetheless remain in full force and effect.

 17. Amendments. Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

18. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement may cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non‑breaching Party will also be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.

19. Non-circumvention. In the event that Pristine Sun discloses any of its customers, prospective customers (including bids on specific projects, RFPs, RFQs, RFOs, and/or other similar opportunities that are to be pursued by Pristine Sun with the assistance, cooperation and/or as a team with the Counterparty), and/or capital partners, the Counterparty hereby acknowledges that such third parties are deemed to be Confidential Information and agrees that it shall not contact such parties without prior written consent from Pristine Sun. The Counterparty acknowledges that any attempt to circumvent Pristine Sun shall result in forfeiture to Pristine Sun of any and all gross revenues earned by the Counterparty on any transaction with a party categorized herein as Confidential Information.

[*Signature Page to Follow*]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and year first referenced above.

**PRISTINE SUN CORP** Counterparty: Company Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Troy Helming Name: Name

Title: CEO Title: Title