

# EXHIBIT A

## MUTUAL NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is entered into this 13<sup>th</sup> day of March, 2015, by and between Howard Levitt located \_\_\_\_\_ and John P. Wilson of 4 Mulberry Dr., Huntington NY 11743 and each and all of their directors, officers, employees, agents, representatives, transferees, successors and assigns (collectively the “Parties”). In all cases, party/parties sharing Confidential Information is referred to as the “Disclosing Party/Parties.” Party/parties receiving Confidential Information is known as the “Receiving Party/Parties.”

**WHEREAS**, the Parties will be having discussions concerning their respective business and future business opportunities (the “Authorized Purpose”), which discussions will require the disclosure of information that the Parties deem proprietary and confidential;

**WHEREAS**, the Parties wish to protect their respective confidential information against any unauthorized use and any unauthorized or uncontrolled disclosure.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Confidential Information.** The term “Confidential Information” used throughout this Agreement shall mean:
1. Information not generally known to third parties and which is proprietary to the Disclosing Party, including all information relating to the Disclosing Party’s inventions or products, research and development, product strategies, financing strategies, organizational strategies, site location strategies, permitting strategies, design/build and other contract discussions and strategies, technical know-how, trade secret information, financial information, plant specifications, prospective investor lists and strategies, pricing policies, operational methods, marketing information including without limitation strategy, sales, finance and business systems and techniques, business plans, and other business affairs of the Disclosing Party. All information of the Disclosing Party that is disclosed to the Receiving Party or to which the Receiving Party obtains access, whether originated by the Disclosing Party or others, shall be presumed to be Confidential Information.
  2. Confidential Information shall not be deemed to be available to the public or be in the other the Receiving Party’s possession merely because it:
    - a. Includes information that falls within an area of general knowledge available to the public or to the Receiving Party; or
    - b. Can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or the Receiving Party, provided that none of those sources actually suggests the entire combination, together with its meaning and importance.

**B. Disclosure of Confidential Information.** It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to the Disclosing Party. Accordingly, each Party agrees:

1. Not to disclose to any third party the object and scope of the discussions between the Parties, except as required by law.
2. Not to use any of the Confidential Information for any purpose other than for or in connection with the Authorized Purpose.
3. To maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of the Disclosing Party.
4. That any dissemination of Confidential Information shall be only in connection with the Authorized Purpose, and shall be only to the employees, agents or affiliates of Receiving Party who have a need to know said Confidential Information in order for the Receiving Party to carry out proper purposes and responsibilities related to the Receiving Party's discussions with the Disclosing Party and the Authorized Purpose and who have been advised of the confidential nature of such information. Further, the Receiving Party shall cause such employees, agents and affiliates who have access to the Confidential Information to comply with the terms and provisions of this Agreement in the same manner as each party is bound hereby, with the Receiving Party remaining responsible for the actions and disclosures of such representatives.
5. That upon termination of the discussions between the Parties or upon the Disclosing Party's request, all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to the Disclosing Party or destroyed by the Receiving Party, and the Receiving Party will certify that the provisions of this paragraph have been complied with.

**C. Exclusions from "Confidential Information."** The obligations pursuant to Section B above shall not apply to information which:

1. Is or becomes a part of the public domain through no act or omission of the Receiving Party;
2. Can be shown to be already possessed by the Receiving Party as of the date of disclosure;
3. Shall be made available to the Receiving Party on a nonconfidential basis by a third party having a right to do so;
4. Is disclosed by order of a court of competent jurisdiction; or

5. The Disclosing Party authorizes, in writing, the release.
- D. **Compelled Disclosure.** If the Receiving Party or its representatives receive a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the Receiving Party agrees to:
1. Immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such a request, so that it may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this Agreement; and
  2. If disclosure of such Confidential Information is required in the opinion of the Receiving Party's counsel, to the extent possible, cooperate with the Disclosing Party in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.
- E. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright or other intellectual property right of the other Party, nor will this Agreement grant any Party any rights in or to the Confidential Information of the other Party, except as expressly set forth in this Agreement.
- F. **Use of Confidential Information.** The Receiving Party shall not use the Confidential Information for any purpose except to evaluate or engage in discussions concerning the Authorized Purpose and/or to effectuate potential transactions between the Parties. The Receiving Party shall not, without Disclosing Party's written consent, use the Confidential Information to develop its own business or to compete with Disclosing party or assist a competitor of Disclosing Party, nor shall Receive Party reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects that embody the Confidential Information.
- G. **Non-Circumvention.** The Receiving Party shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate the Disclosing Party's interest, or the interest or relationship between the Disclosing Party and its other technology providers or manufacturers. The Receiving Party shall not contact, deal with, or otherwise become involved with any individual or entity introduced by Disclosing Party to Receiving Party, or any individual or entity introduced as a result of the review of the Confidential Information. Without limiting the generality of the foregoing, this includes actions by the Receiving Party to change, increase or avoid directly or indirectly: (i) the payment of established or to be established fees or commissions; (ii) continuance or pre-established relationships; or (iii) to obtain rights or access to technologies directly. In the event that one or several of Disclosing Party's technology providers or manufacturers does not renew any existing rights or similar contracts or ceases its relationship with the Disclosing Party, the Receiving Party cannot directly contact the technology provider or manufacturer for a period of five years from the date the rights lapsed or the relationship terminated without the express written permission of the Disclosing Party.
- H. **No Obligation; Other Transactions.** Unless and until a definitive agreement between the Parties with respect to any potential transaction has been executed and delivered, neither

Party shall be under any obligation of any kind, legal, financial or otherwise, with respect to any such potential transaction.

- I. **Survival of Confidentiality Obligations.** The termination of the discussions or relationship between the Parties shall not relieve either Party or its employees, agents or affiliates of the obligations of nonuse or nondisclosure hereunder or the obligation to return or destroy certain materials.
- J. **Remedies.** The Parties agree that Confidential Information is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the Disclosing Party for which remedies at law may be inadequate, and for which compensation by way of damages would be inadequate. In the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to, and the Receiving Party consents to the granting of, an injunction prohibiting any such breach, whether temporary, preliminary or final, without proof of actual or special damages. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages.
- K. **Choice of Law; Venue.** This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of New York. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law. Any disputes arising out of this Agreement shall be venued in federal or state district court in the State of New York, and each Party hereby consents to the jurisdiction of such court.
- L. **No Waiver.** It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- M. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party ("Permitted Assignment"). No Permitted Assignment shall relieve a Party of its obligations hereunder. This Agreement shall be binding upon the Parties hereto and their successors and assigns.
- N. **Attorney Fees.** In the event legal action is taken to enforce any of the Parties obligations hereunder or by reason of any breach or threatened breach thereof, the prevailing party or parties in such suit shall be entitled to recover all costs and expenses, including attorneys' fees, incurred thereby which shall be included as part of the judgment entered in such suit.
- O. **Miscellaneous.** This Agreement may be modified or waived only by a separate writing by the Parties expressly so modifying or waiving such. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. References to the Parties shall be deemed to include each of their affiliates or assigns, if any.

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