

Mutual Exchange of Proprietary or Confidential Information
Disclosure Period: 2006 2009 (three years).

Proprietary or Confidential Period: Three years

PROPRIETARY OR CONFIDENTIAL INFORMATION EXCHANGE AGREEMENT

This Proprietary or Confidential Information Exchange Agreement (this "Agreement") is made and entered into as of _____ (the "Effective Date") by and between CCT MKTG., Nevada LLC acting through [100 McFaul Way Suite G1](#) ("CCT MKTG LLC") and _____, with its primary office at _____.

RECITALS

- A. Each of the parties possesses, or may possess, certain Proprietary or Confidential Information related to the Latin America marketing program; which the other party may wish to review.
- B. The parties recognize that the Proprietary or Confidential Information is a valuable asset of the disclosing party, and that misuse or unauthorized disclosure will substantially impair the value of the Proprietary or Confidential Information.
- C. Each party acknowledges that the other party may now sell, or have under development, products which are competitive with those of the other party.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. DEFINITION OF PROPRIETARY OR CONFIDENTIAL INFORMATION

"Proprietary or Confidential Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, maskworks and artwork, which are clearly identified as being confidential or Proprietary or Confidential. Information transmitted orally or visually shall be considered to be Proprietary or Confidential Information provided such Proprietary or Confidential Information is identified by the disclosing party prior to disclosure, reduced to written summary form, and marked as being confidential or Proprietary or Confidential by the transmitting party, and transmitted to the recipient within thirty (30) days after such oral or visual transmission

2. INFORMATION NOT CONSIDERED PROPRIETARY OR CONFIDENTIAL

Proprietary or Confidential Information does not include information which is: (a) developed by the receiving party independently of the disclosing party as supported by the receiving party's written records; (b) rightfully obtained without restriction by the receiving party from a third party; (c) publicly available other than through the fault or negligence of the receiving party; (d) released without restriction by the disclosing party to anyone including the U.S. Government as supported by the receiving party's written records; or (e) known to the receiving party at the time of its disclosure.

3. MARKING OF PROPRIETARY OR CONFIDENTIAL INFORMATION

Any Proprietary or Confidential or Confidential Information exchanged by the parties and entitled to protection hereunder shall be identified as such by an appropriate stamp or marking on each document exchanged designating that the Proprietary or Confidential Information is "Proprietary or Confidential or Confidential".

4. PROTECTION

The receiving party shall hold each item of Proprietary or Confidential or Confidential Information so received in confidence until three years after the expiration of this Agreement (the "Proprietary or Confidential or Confidential Period").

5. ALLOWABLE USES

During the Proprietary or Confidential Period the receiving party shall use the Proprietary or Confidential Information for the following purposes only with respect to the Program: Latin America Industrial Participation [i.e., evaluation of a business opportunity, joint proposal preparation, manufacturing for the disclosing party, etc.]

6. IMPERMISSIBLE USES, NO RIGHTS GRANTED

A. Neither party hereto shall, without the prior express written consent of the other, (i) disclose such Proprietary or Confidential Information during the Proprietary or Confidential Period in whole or in part; or (ii) use in whole or in part Proprietary or Confidential Information disclosed by the other to manufacture or enable manufacture by itself or third parties of the disclosing party's products, products similar thereto, or products derived therefrom.

B. The receiving party may not use the Proprietary or Confidential Information to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture

any products or equipment of the disclosing party or any part thereof. The receiving party may not use the Proprietary or Confidential Information to perform any services, including services relating to the products or equipment of the disclosing party.

C. Proprietary or Confidential Information shall remain the property of the disclosing party. Nothing in this Agreement shall be construed as granting or conferring any rights on the part of any party by license or otherwise, expressly or implied, to any invention or discovery, or to any patent covering such invention or discovery.

7. PERMITTED DISCLOSURES

A. The receiving party shall make the Proprietary or Confidential Information available only to its employees, contract employees, and other parties working on the Program within the receiving party's facility and having a "need to know" with respect to said purpose. In connection therewith the parties shall advise each such employee, contract employee, or other party of its obligations under this Agreement.

B. If authorized in writing by the disclosing party, the receiving party may disclose Proprietary or Confidential Information of the disclosing party to a third party; provided (1) the receiving party requires the third party to enter into a Proprietary or Confidential information exchange agreement with terms and conditions no less stringent than those imposed upon the receiving party under this Agreement and (2) such agreement is provided to the disclosing party within fifteen (15) days after the date on which it was entered into.

C. Except when authorized in writing by the disclosing party, the receiving party shall not otherwise disclose such Proprietary or Confidential Information during the Proprietary or Confidential Period. No data provided under this Agreement shall be delivered under a contract or otherwise made subject to a contract "rights in data" clause.

D. Disclosures of Proprietary or Confidential Information under this Agreement shall not impair the right of the receiving party to independently develop, manufacture, use and sell products and services competitive with those offered by the disclosing party.

8. RETURN OR DESTRUCTION OF PROPRIETARY OR CONFIDENTIAL INFORMATION

Upon written request of the disclosing party, the disclosed Proprietary or Confidential Information and all copies thereof shall, upon the expiration or termination of this Agreement, be returned to the disclosing party, or be destroyed and a written certificate of destruction shall be provided to the disclosing party.

9. LEGAL ACTIONS AND GOVERNMENT REGULATIONS

Should the receiving party be faced with legal action or a requirement under U.S. or foreign government regulations to disclose Proprietary or Confidential Information received hereunder, the receiving party shall forthwith notify the disclosing party, and upon the request of the latter, the receiving party shall cooperate in contesting such disclosure. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither party shall be liable in any way for any disclosures made pursuant to judicial action or U.S. or foreign government regulations.

In addition, neither party shall be liable in any way for inadvertent disclosure or use where the customary degree of care has been exercised by the receiving party as it normally uses to protect its own Proprietary or Confidential Information; provided that upon discovery of such inadvertent disclosure or use, the receiving party shall notify the original disclosing party immediately, and shall endeavor to prevent any further inadvertent disclosure or use.

10. RELATIONSHIP BETWEEN THE PARTIES

A. This Agreement does not create a teaming agreement, joint venture, partnership or other such arrangement; rather, the parties expressly agree that this Agreement is solely for the purpose of disclosing and protecting Proprietary or Confidential Information.

B. Neither party promises to provide the other party with Proprietary or Confidential Information. The decision to provide any Proprietary or Confidential Information is within the sole discretion of the party originally possessing the Proprietary or Confidential Information.

C. Except as provided in Section 13 herein, each party shall bear its own costs and expenses incurred under or in connection with this Agreement.

D. The Parties will not, in any manner, solicit nor accept any business from sources, nor their affiliates, that are available by the other Party (ies) pursuant to the express written permission of the Party who made available the source, or to the Parties whose information is unavoidable in the interest of accomplishment of the transaction(s).

E. That they will NOT, in any way whatsoever, CIRCUMVENT or ATTEMPT to circumvent each other, or any of the parties involved in or desirous of entering into any of the transactions, and that they will, to the best of their abilities, ensure that the original transaction codes established will not be altered.

F. That they will not discuss any names, addresses, telephone or electronic mail addresses numbers of any contact revealed by either Party to third parties, and that they each recognize such contact to be the exclusive and valuable contacts of the respective Party. In addition, they will not enter into any direct or indirect negotiation or transactions with such contact revealed by either Party, and that good faith shall prevail in all matters.

11. EXCLUSIVE CONTACTS

The following persons will, on behalf of the respective parties, be the sole individuals authorized to receive and or transmit written Proprietary or Confidential Information:

Center for Carbon Trading and Resource Marketing LLC: [Billy Barnwell 100 McFaul Way suite G1 \(949\) 309-2212 ext. 713](#)

Affiliate Co. Name
Affiliate Co. address

Tel:

Attn: Billy Barnwell

Either party may change the exclusive contact by written notice.

12. TERM OF AGREEMENT

This Agreement shall expire three year(s) after the effective date (the “Disclosure Period”) except that it may be terminated earlier by thirty (30) days prior written notification by either party to the other or extended by mutual written agreement. The provisions of Sections 4, 5, 6, 7, 8, 12, 13, 14 and 15 shall survive such expiration or termination.

13. DISPUTE RESOLUTION

A. Before the parties resort to litigation to solve any dispute, the parties agree to schedule a mandatory meeting at a mutually agreeable location, which meeting will be attended by at least one senior manager from each party. At that meeting, each side will present its dispute and the senior managers will enter into good faith negotiations in an attempt to resolve the dispute.

B. In the event the dispute is not resolved, the parties retain all applicable remedies available in law or equity.

C. This Agreement shall be governed by and interpreted in accordance with the laws of Nevada, with the exception of its conflict of laws provision.

D. Notwithstanding any other rights of either party, either party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of Proprietary or Confidential Information.

14. EXPORT OF PROPRIETARY OR CONFIDENTIAL INFORMATION

The receiving party represents and warrants that no technical data furnished by the disclosing party shall be exported from the United States without first complying with all

requirements of the International Traffic in Arms Regulations and the Export Administration Act and regulations issued thereunder, including the requirement for obtaining any export license, if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party shall indemnify and hold the disclosing party harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from the failure of the receiving party to comply with this clause or the International Traffic in Arms Regulations and the Export Administration Act and applicable regulations.

15. DISCLAIMER

Neither Party makes any representation regarding the use, accuracy or sufficiency of the Proprietary or Confidential Information. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THE DISCLOSING PARTY HAS BEEN MADE AWARE OF SUCH PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, EVEN IF THE DISCLOSING PARTY HAS BEEN MADE AWARE OF SUCH INFRINGEMENT. EXCEPT FOR CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATES FOR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE PROPRIETARY OR CONFIDENTIAL INFORMATION.

16. MISCELLANEOUS

A. Except as to a sale or transfer of the business to which this Agreement relates, the rights of the parties under this Agreement may not be assigned or transferred to any person, firm or corporation without the express prior written consent of the other party, which consent will not be unreasonably withheld.

B. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.

C. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this Agreement may not be superseded by any specific legends or statements associated with any Proprietary or Confidential Information, and may not be amended except by written document signed by duly authorized representatives of each of the parties.

D. Neither party warrants that a receiving party's use of information it receives under this Agreement will be free from claims from nonparties for infringement or misappropriation of intellectual property rights. An originating Party does not warrant

that any information it discloses is complete, accurate, free from defects, or useful for the purposes of the receiving party.

E. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

B&B CCT MKTG LLC

Affiliate participant

By: _____

By: _____

Title: _____

Title _____

Date: _____

Date: _____