



## PROSPECTIVE NEW LICENSEE EXPRESSION OF INTEREST

In order to become a **termguard** Licensee your company must be fully licensed in the respective state for termite management and/or currently be involved in the pretreat for termites in new construction.

### Licensee Qualifications

- Necessary capital investment and financial requirements
- Manpower commitments including personnel to be trained
- Business experience in the local market where you are seeking a license
- Willingness to adhere to the **termguard** Licensee system
- A strong desire to succeed, work hard and be part of a winning team

### Required Items

- PCO License
- Any other Building Authority License
- Vehicle equipped to handle the **termguard** components and capacity to inject **termguard** systems at the specified levels with the specified equipment

### Required Investment

In order to become a part of the **termguard** team, a prospective licensee agrees to pay a license fee, which provides access to the following:

- **termguard** piping and fittings, invoiced separately on a per shipment basis
- Training program for all installers and field quality inspectors
- Access to the **termguard** Intranet Website
- Technical support for design, quotation and installation of the systems
- Marketing support for presentation to builders, regulators, architects, certifiers, etc.
- Comprehensive installation manual
- Training video
- Technical information CD ROM

### Next Step

Complete fully the '**Expression of Interest Form**' and '**Mutual Non-Disclosure Form**' attached and mail completed form to 1278 West Pine Swamp Rd, Fleetwood NC 28626 for review and approval.

## EXPRESSION OF INTEREST FORM

**Company Name**

**Street Address of principal place of business**

**City**

**State**

**Zip**

**Contact Person/Title**

**Phone**

**Cell Phone**

**Pager**

**Email address**

**Is your company a pretreat company/Number of structures pretreated annually?**

**If a pretreat company, the number of builders you provide service to?**

**Number of years your company has been in business/Number of employees?**

**Annual Sales for last Fiscal Year/Geographic territory of operation?**

**Additional information that would support your interest in **termguard**?**

This Form states that I am interested, on behalf of the company named above, in becoming a **termguard** licensee authorized to install the patented **termguard** Termite Management Systems. I understand there is a license fee upon being accepted and that a formal License Agreement must be executed. My signature on this Form does not create a formal agreement and is non-binding to either party.

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

Name: \_\_\_\_\_

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

**MUTUAL NONDISCLOSURE AGREEMENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And

**Termguard USA, LLC.**  
1278 West Pine Swamp Rd,  
Fleetwood NC 28626

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), in order for the two parties above to explore, establish, or maintain a businesslike relationship, in which either party may find it necessary to disclose to the other party information of a proprietary and/or confidential nature. The parties are engaged in or are discussing a possible business relationship. To induce the parties to disclose their confidential information to each other to further that business relationship, the parties agree to accept such information of the other subject to the provisions of this Agreement.

IN CONSIDERATION THEREOF, and subject to the conditions herein, both parties agree as follows:

1. Either party may disclose, either orally or in writing, certain information which it considers confidential or proprietary relating to ("Confidential Information"). Confidential Information shall include, but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, research data, schematics, software source documents, contracts, customer lists, financial information and sales, marketing and business plans; provided such information is marked "confidential" or "proprietary" or, if orally or visually disclosed, is designated as such upon disclosure and confirmed by to be confidential in a writing to the receiving party within thirty (30) days of disclosure.
2. Both parties shall keep the other's Confidential Information secret and not use such information for their own benefit, nor disclose such Confidential Information to any third party for any purpose for a period of three (3) years after the Effective Date.
3. Neither party shall disseminate the other's Confidential Information to their employees except to the extent necessary to conduct business with the other party, and then only on a need to know basis. Both parties shall take all steps necessary to insure that their employees comply with the terms of this Agreement.
4. Any Confidential Information shall remain the property of the disclosing party, and all such Confidential Information and copies thereof shall be promptly returned to the disclosing party upon written request.
5. Information shall not be considered Confidential Information subject to this Agreement if and when the receiving party can conclusively demonstrate that:
  - i. The information is in the public domain.
  - ii. The information was in the possession of the receiving party prior to the disclosure by the disclosing party.

- iii. The information was subsequently disclosed to the receiving party by a third party.
- iv. The information is specifically designated in writing by the disclosing party as not proprietary and/or confidential.
- v. The information has subsequently become public through no fault of the receiving party.

The receiving party may also disclose the disclosing party's Confidential Information to third parties pursuant to court or other governmental authority, provided the receiving party first gives the disclosing party notice of any such request and a chance to intervene, at its option.

6. No license or other right is granted or implied by either party to this Agreement. Nothing in this Agreement shall be construed as an obligation by either party to do business with the other. This Agreement shall be governed by the laws of the State of North Carolina, USA. Neither party shall assign its rights under this Agreement without the other's prior written consent. This Agreement shall be binding on and endure to the benefit of the parties, their successors and assigns.

7. Notwithstanding anything to the contrary in this Agreement, each party may disclose the other's Confidential Information to personnel employed by its parent company provided such personnel are advised of the terms of this Agreement and agree to be bound by such terms.

8. This Agreement is the entire agreement between the parties and supersedes all other agreements and representations between them related to its subject matter, whether oral or written, express or implied. This Agreement shall not be amended except in a writing signed by authorized employees of each party.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. The arbitration shall be held in Ashe County, North Carolina. Notwithstanding this provision, any actual or alleged improper disclosures of Confidential Information by the receiving party may be subject to an action for equitable relief by the disclosing party in any court having jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_

**Termguard USA, LLC.**

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

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

Name: \_\_\_\_\_

Name: Ken Glover

Title: \_\_\_\_\_

Title: Business Development Manager

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

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