



NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

This Agreement made on the ____ of _____, 2011, by and between **Greengood Energy Corp** a Florida Corporation doing business as **CNGas Group** located at 3389 Sheridan Street, suite 410, Hollywood Florida 33021 hereinafter referred to as "Company" and

whose address is:

Herein referred to as "Reviewer." Whereas, the Company has developed certain confidential information including but not limited to original ideas, assumptions, marketing plans, distribution channels, financial projections, processes, research, trade secrets, services, customer markets, and other proprietary information makes these available to the Reviewer either printed or verbally for examination and evaluation for the purpose of possible investment or any other purpose.

A. CONFIDENTIALITY AND COMMITMENTS

1. For a period of one year, beginning on the date of this Agreement, the parties shall be obligated to maintain in confidence, and will not use, publish or disclose, pursuant to this Agreement, each other's information. The parties shall use the utmost of care to avoid disclosure of the information using standards at least as stringent as those as it employs with respect to its own confidential and proprietary information. Each party shall notify its employees, directors, officers, agents, affiliates and representatives (including without limit financial advisors, attorneys and accountants) to whom the information is disclosed of the obligations under this agreement, and provide such information only to those persons with a need to know the same and who have signed a non-disclosure agreement. Each party shall use the other party's information only for the purpose of pursuing a business relationship between the parties. In the event the parties elect not to pursue a business relationship, neither party shall make any use of the other party's information.
2. Each party agrees not to disclose the existence or terms of this Agreement except to the extent as may be required by law and then only after first notifying the other party in writing so that such requirement may be contested.
3. Each party shall prevent the other party from being exposed to any third party's confidential information that is in their possession.
4. The parties shall have no confidential obligation, and no use restriction, with respect to information (a) is known to both parties at the time of disclosure as is evidenced by written records; or (b) becomes known to either party from a source other than the Company who possesses the information legally and without restriction on disclosure; or (c) is in the public domain or becomes in the public domain through no wrongful act of either party; or (d) is disclosed with the prior written approval of the Company; (e) is disclosed pursuant to any judicial or governmental request, requirement, or order, provided that the Reviewer takes reasonable steps to give the Company sufficient prior notice in order to contest such request, requirement or order; or (f) is independently developed by the Reviewer without knowledge of the Company and which is supported by documentation evidencing independent invention.

