

TAKING KARE OF BUSINESS – ABC LIFESTYLES.com
TKB, ABC INC. AND/ OR TCP –
TAKING CARE OF PEOPLE.ORG
Solar Green Community Development Projects
RFI Information Sharing for Bids

PART ONE
Confidential and Non Compete –
RFI - Bidding and sharing of information
ADMINISTRATIVE AGREEMENT

This Confidential and Non Compete (RFI Blue Book BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER - ISFB) Agreement (this "Agreement") is made effective as _____, 20____, between Taking Kare of Business, Inc., ABC LIFESTYLES.COM AND TAKING CARE OF PEOPLE.ORG (Herein called 'TKB INC.COM, ABC INC, AND OR TCP - TAKING CARE OF PEOPLE.ORG') of P. O. Box 669, Luray, Virginia 22835, and RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER Through Blue Book Address _____, Fax _____, Responsible Representative for Bid For All Persons Receiving and Obtaining Information Within The Responsible Entity or Sole Proprietor's Signature _____ (upon sharing info with staff, please also have all staff members sign below your signature with their position title and address if they will have access to TCP concepts, plans and information).

TKB, INC. ABC INC, AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG and RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER agrees that RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER, on behalf of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG, will provide: (a) marketing, (b) installation, (c) billing and (d) administration and accounting with respect to wireless 'projects' throughout the State of Virginia.

In exchange and in consideration for the above functions RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER will perform on behalf of TKB INC.COM AND ABC INC. AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP, RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER will be recognized as the RFI Possible Contractor or Sub Contractor for Products and or Services of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG with respect to Solar Green Dwelling Development projects in Virginia, USA and Internationally. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER shall protect the ownership and property of such projects and all related information, plans and recycled building concepts on behalf of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG.

RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER shall protect all information, building concepts and plans from being displayed, discussed or shared with anyone except other contractors that have signed this same agreement with TKB AND OR TCP.ORG

PART TWO
CONFIDENTIALITY-NON COMPETE AGREEMENT

This Confidentiality-Non-compete (this "Agreement") is made effective as _____, 20____, between Taking Kare of Business, Inc. ABC Inc., and Taking Care of People.org (Herein called 'TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG') of P. O. Box 669, Luray, Virginia 22835, and RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER _____, Inc. herein called 'RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER '.

In this Agreement, the party who owns the Confidential Information will be referred to as TKB. Inc, ABC Inc. AND OR TCP - TAKING CARE OF PEOPLE.ORG, and the party to whom the Confidential Information will be disclosed will be referred to as BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER/Contractor .

TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG is engaged in multi faceted business operations but for purposes of this Agreement is entering into providing Planned Solar Green Community Development throughout the USA and other Countries. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER is engaged in providing, (a) marketing, (b) installation, (c) billing and (d) administration and accounting with respect to wireless 'projects' throughout the USA and other Countries on behalf of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG.

Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information, ideas, sales material or other material which is proprietary, personal, information regarding any clients or cases or of any sensitive nature to TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG whether or not owned or developed by TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG, which is not generally known other than by TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG which RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER may obtain through any direct or indirect contact with TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG or through its research and development efforts on behalf of RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER including contacts, other contractors, sub contractors, engineers, or other persons or product or service providers.

A. Confidential Information includes and is assumed without limitation:
 - all business records and plans, operations, marketing contacts, marketing strategies and ideas, client names, client information.

B. Confidential Information does not include:
 any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER understands and acknowledges that the Confidential Information has been developed or obtained by TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG, emails, and web sites by the investment of significant time, marketing, effort and expense, and that the Confidential Information is a valuable, special and unique asset of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG which provides TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior consent of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG. In addition, RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER agrees that:

i. No Copying/Modifying. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER will not copy or modify any Confidential Information without the prior consent of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG.

ii. Application to RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER. Further, RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER shall not disclose any Confidential Information to any person or entity with the express written permission of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG except to such persons who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted person to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG.

iii. Unauthorized Disclosure of Information. If it appears that RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG shall be entitled to an injunction to restrain RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER from disclosing, in whole or in part, the Confidential Information. TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the request of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG, RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER shall return to TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG all materials containing the Confidential Information. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER shall also deliver to TKB AND OR TCP -

TAKING CARE OF PEOPLE.ORG all materials within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER acknowledges and agrees that the Confidential Information is provided on an AS IS basis. TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TKB INC, ABC INC., AND OR TCP - TAKING CARE OF PEOPLE.ORG AND BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG and TKB INC, ABC INC, AND OR TCP - TAKING CARE OF PEOPLE.ORG does not represent or warrant that any product or business plans disclosed to RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER will be marketed or carried out as disclosed, or at all. Any actions taken by RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER in response to the disclosure of the Confidential Information shall be solely at the risk of RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER .

VI. LIMITED LICENSE TO USE. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER acknowledges that, as between TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG and RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER , the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG, even if suggestions, comments, and/or ideas made by RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. NON-COMPETE AGREEMENT. RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER agrees not to compete, directly or indirectly, with TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR TCP - TAKING CARE OF PEOPLE.ORG, with respect to Planned Solar Green Community Development during the entire period this Agreement is in force and for a period of Two Years after the Agreement is terminated.

PART THREE GENERAL PROVISIONS

This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Virginia. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement as well as after the termination of this agreement.

FYI

We put in all our construction contracts that if a contract becomes more than 2 weeks behind schedule using the critical path method that the entity performing the services and/or contractor will be released from the project and no more payment is due from contractee entity receiving products and services from the contractor - up to the date a project is determined past schedule - according to pre determined stages described by the service provider/contractor within the contract that will describe the weekly path and draw scheduled portions of same contract - using critical path method of planning all our projects with weekly portions of the contract defined and dated for completion.

RFI BIDDER/CONTRACTOR OR PRODUCT - SERVICE PROVIDER

_____ Date _____

By: _____

**TKB AND OR TCP - TAKING CARE OF PEOPLE.ORG AND OR
TCP - TAKING CARE OF PEOPLE.ORG Taking Kare of Business, Inc. (TKB
AND OR TCP - TAKING CARE OF PEOPLE.ORG.**

Page 5 of 5 pages

By: *Bonnie* Date: July 01/ 07
[Bonnie L. Kaufmann](#), Chief Executive Officer, Taking Kare of Business
and TCP - TAKING CARE OF PEOPLE.ORG



ABC LifesStyles.com

**Bonnie L. Kaufmann, CEPP
Chartered Estate Planning Practitioner**

By: *SJ Kauf* Date: July 01/ 07

[Stephen J. Kaufmann](#), Attorney at Law

Trustee of ABC Lifestyles.com ABC Inc. Taking Kare of Business, Inc. and
Taking Care of People.org.

Stephen J. Kaufmann, Attorney at Law
JD, MBA, CLU, ChFC, CPCU, FLMI
 'ABC LAW' A Better Choice
 Elder Law, Retirement and Estate Planning Center

Respectfully with Sincere Expectations,
Bonnie Kaufmann,
Owner, Developer President of Taking Care of People.org –