

EXHIBIT A

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made by and between Latitude Energy Structures, LLC, having a place of business at 12900 Hall Road, Suite 200, Sterling Heights, Michigan 48313 ("AAS"), and Valer Liberty Energy Systems, Inc. having a place of business at 1225 Meridian Dr, Suite 102, Williamsville, NY 14221 ("Name of Company") (collectively, the "Parties"). This Agreement becomes effective on the first date when it has been signed on behalf of both Parties.

Both Parties either have provided, or may provide, to the other Party certain proprietary or nonpublic information, whether in oral, written, or other tangible form, where the party disclosing such information (the "Disclosing Party") desires the information to be kept confidential ("Confidential Information"). Confidential Information may include, without limitation, trade secrets, know-how, inventions, product and marketing plans, customer and supplier information, drawings, sketches, written descriptions, photographs, prototypes, models and samples. Confidential Information may be designated as such in writing, or it may be clear from content and context that information is Confidential Information.

Pursuant to this agreement, a Disclosing Party discloses Confidential Information to the other Party (the "Receiving Party") upon the following terms and conditions:

1. No option, license, or conveyance of any rights, which may be held by the Disclosing Party, including, but not limited to, any Intellectual Property Rights as defined herein below, is granted or implied under this Agreement. All rights to the Confidential Information, and any improvements thereto, remain solely with the Disclosing Party. Intellectual Property Rights include, but are not limited to, copyrights; trademark rights; patent rights, trade names, trademarks, service marks, trade dress, mask work rights, design rights (whether registered or not), any goodwill associated therewith; all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or any other state, country or jurisdiction; all applications, certificates, extensions, continuations, continuation-in-parts or registrations for any of the foregoing; all rights in the know-how or Products, whenever and however arising.
2. The Receiving Party agrees that it shall:
 - a. maintain the Confidential Information in confidence and not disclose any portion of it to anyone;
 - b. restrict access to the Confidential Information to those of its employees directly engaged in furthering the business relationship between the Parties, to which the Confidential Information pertains;
 - c. take all measures reasonably necessary to prevent unauthorized Parties from gaining access to the Confidential Information;
 - d. not use the Confidential Information without the prior written consent of the Disclosing Party except to produce, manufacture, or fabricate products and/or prototypes or designs thereof relating to the Confidential Information;
 - e. deliver to the Disclosing Party or destroy, as the Disclosing Party may reasonably direct, all tangible or intangible articles which may embody or incorporate the Confidential Information, including, but not limited to, drawings, sketches, written descriptions, photographs, prototypes, computer code, models and samples embodying or incorporating the Confidential Information;

- f. immediately notify the Disclosing Party of any disclosure of any Confidential Information which is not permitted by this Agreement or other misuse of any Confidential Information or breach of this Agreement;
 - g. only disclose Confidential Information to the Receiving Party's employees and agents for whom such knowledge is essential for the purposes set forth in this Agreement, and, to the extent reasonably possible to allow the Receiving Party to use Confidential Information as permitted herein, limit the number of any copies made of physical materials containing any Information;
 - h. without limiting the direct liability of its employees and agents who may have received Confidential Information directly or indirectly from the Receiving Party, be responsible for the disclosure or other misuse of Information by any of its employees, agents, associate, contractors, subcontractors and affiliates, and the Receiving Party shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of its employees, agents, associates, contractors, subcontractors or affiliates of which the Receiving Party becomes aware or should become aware;
 - i. immediately notify the Disclosing Party in writing if it is required by applicable law to disclose any Confidential Information, and shall seek to limit such disclosure to the maximum extent permitted by law;
 - j. not use, transfer or sell or any products made, produced, fabricated or manufactured in accordance with the terms of this Agreement; and
 - k. extend the above duties and conditions to any of the Receiving Party's employees, agents or associates who are granted access to the Confidential Information for producing, manufacturing or fabricating products.
3. The Parties agree that the expression "Confidential Information" and the provisions of Paragraph 2 shall not extend to information which:
- a. is known to the public by way of printed publication on or prior to the date of disclosure of such information to a Receiving Party hereunder; or
 - b. becomes known to the public by way of printed publication through no fault of a Receiving Party after the date of disclosure of such information to the Receiving Party hereunder; or
 - c. has been reduced to documentary form by a Receiving Party prior to the date of disclosure of such information to the Receiving Party hereunder; or
 - d. is communicated to a Receiving Party in documentary form by a third party lawfully in possession of such information and not subject to a contractual or fiduciary obligation of confidentiality respecting such information.
4. This Agreement shall be governed by and be construed and take effect in all respects in accordance with the laws of the State of Michigan, notwithstanding any choice of law provisions. The party wishing to bring an action under this Agreement shall bring it in the home jurisdiction of the other party and shall agree to jurisdiction and venue as to all related causes of action arising under the Agreement.
5. This Agreement shall not be effective until it is executed by both Parties, and shall be effective for a period of three (3) years from the date upon which the last exchange of Confidential Information occurs pursuant to this Agreement.

6. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provision shall be stricken from this Agreement without effect upon the remaining provisions of this Agreement as a whole.
7. The Parties agree that the terms and conditions of this Agreement apply retroactively to any disclosures of Confidential Information made to a Receiving Party before the signing of this Agreement as well as to any disclosure of Confidential Information made to the Receiving Party after the signing of this Agreement.
8. In the event of a breach or threatened breach of this Agreement by a Receiving Party, the Disclosing Party will be entitled to seek injunctive relief restraining the Receiving Party from using or disclosing, in whole or in part, any Confidential Information. Such right to seek injunctive relief shall be in addition to any right to seek damages as permitted by law. In the event of a breach of this Agreement by the Receiving Party, the Receiving Party shall indemnify and hold the Disclosing Party harmless from any loss, charge, expense, including reasonable attorneys' fees, which are sustained as a result of such breach.
9. The Parties agree that this Agreement does not create any form of joint venture or business partnership.
10. The obligations of confidentiality and non-disclosure agreed to herein apply and are wholly effective in the United States and worldwide.
11. The Parties understand that none of the Parties is making any representation or warranty of any kind, express or implied, hereunder with respect to any Confidential Information.
12. A Disclosing Party may, at its sole discretion, subject to the terms of any other agreements which may be entered into amongst the Parties, elect at any time, by written notice to the Receiving Party, to terminate the Receiving Party's further use of Confidential Information for any purpose. Upon receipt of such notice, the Receiving Party shall, and shall cause its employees and agents to promptly cease all further use of information, return to the Disclosing Party all physical materials containing Confidential Information, whether materials originally provided by the Disclosing Party or copied or otherwise prepared by the Receiving Party or any of its employees and agents, and erase or otherwise destroy any Confidential Information kept by the Receiving Party or any of its employees and agents in electronic or other non-physical form, provided that the Receiving Party may keep one (1) set of such materials in a secure location for record-keeping purposes only. Such termination by the Disclosing Party shall not affect any other obligations set forth in this Agreement.
13. A Receiving Party's obligations under paragraph 2 of this Agreement, subject to the limitations of paragraph 3, shall survive any termination of this Agreement. Further, a Disclosing Party's rights under paragraph 8 of this Agreement shall survive any termination of this Agreement.
14. During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall hire or solicit for employment any person who is an employee of the other Party, or was an employee of such other Party within the preceding thirty (30) days, without that other Party's prior written consent.
15. This Agreement constitutes the complete agreement regarding the subject matter hereof and may not be amended or modified, or its requirements waived, except by a writing signed by both Parties. No failure or delay in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right or power hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Non-Disclosure Agreement.

Latitude Energy Structures, LLC

By: *Aaron R. Faust*

Name: AARON R. FAUST

Title: VP, SALES

Date: 12/4/08

COMPANY: *Solar Liberty Energy Systems, Inc.*

By: *Adam K. Rizzo*

Name: Adam K. Rizzo

Title: President

Date: 11/20/08