

# *Nondisclosure Agreement*

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In my recent communications with you, you indicated that you would maintain in confidence certain technical and marketing information and know-how related to my technology on repair, renewal and sealing of septic tanks and similar non-pressure vessels, some of which is now the subject of US patent applications. In consideration of my disclosure to you of such technical and marketing information and know-how, which are trade secrets of substantial value, you agree as follows:

1. Confidential Information as used herein includes all information received by you from me, directly or indirectly, related to my repair, renewal and sealing of septic tanks and similar non-pressure vessels, except:
  - (a) Information which at the time of disclosure is in the public domain, or which later becomes part of the public domain by publication or otherwise through no act of yours;
  - (b) Information which can be demonstrated was in your possession prior to any disclosure of my information and which was not acquired directly or indirectly from me or my affiliates or agents;
  - (c) Information which is furnished to you by a third party, as a matter of right without restriction on disclosure, and which was not received directly or indirectly from me or my affiliates or agents.

It is understood, however, that specific disclosures are not included in the above exceptions merely because of general disclosures under those exceptions. Also, combinations of features are not included in the exceptions merely because the individual features have been disclosed. Finally, the occurrence of the above exceptions shall not be construed as granting any rights either expressed or implied under the patents of mine or my affiliates which relate to said technical information.

2. You will not disclose my Confidential Information to any third party without prior written authorization from me.
3. You will not use my Confidential information for any purpose other than for evaluation of my technology.
4. Upon my request, you will return to me or destroy all technical data supplied to you, or prepared by you, in connection with the disclosure hereunder and any reproductions thereof which you may have made. If you elect to destroy, you will certify to me in writing to that effect.

If the above terms and conditions constitute a satisfactory basis for disclosure of my Confidential Information to you, please so indicate by having an authorized person sign this Agreement and return the same to me. This Agreement will be effective as of the date you first receive my Confidential Information.

**ACCEPTED AND AGREED TO:**

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

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