

AMISTCO SEPARATION PRODUCTS, Inc.
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is entered into this _____ day of _____, 20____ (the "Effective Date") between **Amistco Separation Products, Inc. dba AMACS** and _____, ("Recipient") a corporation organized under the laws of the State of _____, AMACS _____ and _____ are also referred to collectively as the "Parties" and separately as a "Party".

1. **Purpose.** In connection with the evaluation and possible purchase of products, components, materials, subassemblies, software, or services ("Potential Transaction") by Amistco Separation Products, Inc. dba AMACS from _____, each party ("Discloser") may disclose to the other ("Recipient"), or Recipient may otherwise come into possession of, certain confidential technical and business information which Discloser desires Recipient to treat as confidential on a non-exclusive, no-obligation basis.
2. **Proprietary Information.** "Proprietary Information" means any information disclosed by Discloser to Recipient, either directly or indirectly, in writing, orally or by inspection of tangible objects, or otherwise coming into the possession of Recipient, relating to Discloser's business(including, without limitation, documents, business, financial and marketing plans, processes and methods, customer list, names of certain third parties interested in contract and project financing, knowledge of the organization, third party confidential financial or business information, inventions, processes, methods, products, patent rights, specifications, drawings, sketches, models, data, correlations, designs, samples, tools, computer programs, and present and other technical and business information), which is conspicuously marked as "Confidential," "Proprietary" or in a similar manner, or that is disclosed in a manner and/or is of such a nature that a reasonable person would understand such information to be confidential and proprietary. Information communicated orally shall be considered Proprietary Information if such information is confirmed in writing as being Proprietary Information within thirty (30) days after the initial disclosure. Proprietary Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Discloser; (ii) becomes publicly known and made generally available after disclosure by Discloser to Recipient through no action or inaction of Recipient; (iii) is already in the possession of Recipient without restriction on use or disclosure at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure; (iv) is obtained by Recipient without restriction on use or disclosure from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to Discloser's Proprietary Information, as shown by Recipient's files and records immediately prior to the time of disclosure.
3. **Non-use and Non-disclosure.** Recipient agrees (i) to hold the Proprietary Information of Discloser in strict confidence and to take reasonable precautions to protect such Proprietary Information (which precautions shall be no less than those employed by Recipient to preserve the secrecy of its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third party, except to those of Recipient's employees, officers and directors who have a legitimate "need to know" and are bound in writing to the restrictions herein, (iii) not to make any use whatsoever at any time of any such Proprietary Information, except (a) to evaluate and engage in discussions with Discloser concerning a Potential Transaction between the Parties and (b) to the extent the Parties enter into a business relationship, as provided in the definitive agreement executed in connection with such relationship, and (iv) not to copy such Proprietary Information, or reverse engineer or disassemble any products, technology or tangible objects that utilize such Proprietary Information. Without limiting the foregoing without Discloser's prior written consent, Recipient further agrees: (x) not to disclose that Discloser may be considering a potential business relationship and/or transaction with Recipient or any other person or entity of the nature of a strategic partnership, joint venture, or product development; (y) solicit or recruit, either directly or indirectly, any person who is an employee of Discloser, and with whom Recipient had contact during the course of evaluating, or became aware of through information received from Discloser; and (z) disclose, either directly or indirectly, Discloser's product information, correlations, data, designs, or Proprietary Information.
4. **Court Ordered Disclosure.** Recipient may disclose such parts of Proprietary Information as may be required by law or court order; provided, that Recipient (i) provides Discloser prompt written notice of such requirement, (ii) uses diligent efforts to limit disclosure and obtain confidential treatment or a protective order, and (iii) provides Discloser with such other cooperation that is reasonably requested.
5. **Return of Information.** Immediately upon the decision by either party not to enter into the contemplated relationship or transaction, or upon request by Discloser made at any time, Recipient will turn over to Discloser all manifestations of its Proprietary Information, and all documents or media containing such Proprietary Information, and all copies or extracts thereof.
6. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Potential Transaction or relationship. Discloser reserves the right, in its sole discretion, to decline to provide any information requested by the Recipient. Should the Parties desire to proceed beyond the discussions contemplated herein and subject to the terms of this Agreement, a separate written agreement, covering the scope of the Potential Transaction will be agreed upon and signed by the Parties.
7. **No Warranty.** ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTY, EXPRESS, IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF ITS PROPRIETARY INFORMATION.
8. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright or other intellectual property of the other party, nor shall this Agreement grant any party any rights in or to the Proprietary Information of the other party, except for the use of Proprietary Information that is expressly permitted

herein.

9. **Term.** The term of this Agreement shall commence on the Effective Date and end on the anniversary thereof, provided that (i) the restrictions set forth herein regarding use and disclosure of Proprietary Information shall survive for a period of five (5) years following the end of the term of this Agreement, except that such restrictions shall, with respect to Proprietary Information that constitutes trade secrets under applicable law, survive indefinitely; (ii) the restrictions set forth herein prohibiting the reverse engineering or disassembly of any products, technology or tangible objects that utilize Proprietary Information shall survive indefinitely; (iii) the non-solicitation and non-recruitment restrictions set forth herein shall survive for a period of two (2) years following the end of the term of this Agreement; and (iv) all other obligations that, by their nature, extend past the end of the term of this Agreement shall survive until satisfied or limited by an applicable statute of limitations.
10. **General.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Notices hereunder will be effective only if in writing and upon receipt if delivered personally or by overnight mail carrier, or three (3) days after deposit in the U.S. mail, first-class postage prepaid. The prevailing party in any action to enforce this Agreement shall be entitled to its costs and fees (including attorneys' fees and expert witness fees) incurred in connection with such action. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof.
11. **Equitable Relief.** Recipient acknowledges that any disclosure or unauthorized use of Proprietary Information or other breach of the provisions of Section 3 hereof will constitute a material breach of this Agreement and cause substantial harm to Discloser for which damages would not be a fully adequate remedy. In the event of any such breach, in addition to other available remedies, Discloser shall have the right to obtain injunctive relief (without being required to post any bond or other security).
12. **THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, UNITED STATES OF AMERICA, EXCEPT THAT ANY PROVISION OF THE LAWS OF THE STATE OF TEXAS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION SHALL NOT APPLY. HOUSTON, HARRIS COUNTY, TEXAS, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR RESOLUTION OF ANY DISPUTE ARISING UNDER THIS AGREEMENT.**
13. All Parties agree that, in addition to any other remedy at law that a court of competent jurisdiction might grant resulting from any unauthorized use or disclosure by any party to this Agreement, the Parties shall also be entitled to preliminary injunctions in any court of competent jurisdiction to prevent such unauthorized use or disclosure by the offending party.

14. All notices under this Agreement shall be in writing and shall be deemed given and received, if delivered, personally, or sent by facsimile (with written confirmation), certified or registered mail, postage prepaid, return receipt requested, to the addresses/facsimile nos. set forth in this Agreement, or to such other addresses or facsimile nos. as to which all Parties shall previously have been given notice of.
15. The Parties agree to execute and deliver any other instruments which may be necessary or desirable for the purpose of giving full force and effect to the provisions and intention of this Agreement.
16. All Parties hereby execute this Agreement on the date below their signature, and warrant that they have the authority to bind their respective employees or business entities, and/or its/their agents, Representatives and/or other intermediaries, to this Agreement. Facsimile and/or photocopies of this signed Agreement shall be for all purposes be deemed original.
17. This Agreement may be executed in counterparts, and copies (electronic, facsimile, or otherwise) of this signed Agreement shall for all purposes be deemed original.

Amistco Separations Products, Inc dba AMACS.

By _____ Date: _____

Name:

Title:

Address: 14211 Industry Street, Houston TX 77053

Phone: (713) 434-0934

By _____ Date: _____

Name: _____

Title: _____

Address: _____

Facsimile: () -

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