

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is dated \_\_\_\_\_ by and between \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ with a place of business at \_\_\_\_\_ and Chemtos LLC., ("Chemtos") a limited liability company organized pursuant to the laws of the State of Texas with a place of business at 14101 W Hwy 290, Building 2000B, Austin, TX 78737 (each, individually, a "Party" and, collectively, "the Parties").

WHEREAS, the Parties wish to explore and promote the following mutual business interest(s):

\_\_\_\_\_  
\_\_\_\_\_  
(the "Business Purpose");

WHEREAS, in order to achieve the Business Purpose, the Parties believe it necessary and advantageous to provide information the Parties consider highly confidential and proprietary (the "Subject Matter").

NOW THEREFORE, in consideration of the following mutual covenants and agreements, the Parties agree as follows:

1. Beginning on the date of execution of this Agreement (the "Effective Date") the Parties may disclose information relating to the Subject Matter and within the scope of protection provided under this Agreement. Such information shall be deemed "Protected Confidential Information" and, for a period of two (2) years from the Effective Date, the Parties shall exercise the same degree of care and discretion it employs to protect its own most sensitive confidential information so as to prevent disclosure of any Protected Confidential Information other than as permitted under this Agreement.
2. Information prepared by the Parties contained in or derived from any Protected Confidential Information shall be considered Protected Confidential Information for purposes of this Agreement.
3. The Parties shall not disclose any Protected Confidential Information to anyone other than its owners, employees, officers or directors, attorneys and designated agents who have a need to know such information in order to achieve the Business Purpose and who either (a) have signed this Agreement, or (b) are themselves parties to a written agreement prohibiting disclosure of such Information (each a "Permitted Person"). Neither the Parties nor any Permitted Person shall use any Protected Confidential Information other than to further the Business Purpose and solely for the mutual benefit of the Parties.
4. Upon the written request, or upon the expiration of (2) years from the Effective Date of this Agreement, whichever is earlier, the Parties shall promptly return all Protected Confidential Information in written or computer-readable form (including all copies), or an officer of the Parties shall certify in writing that it and each Permitted Person has destroyed

all copies of all Protected Confidential Information.

5. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Nothing in this Agreement shall prohibit either Party from entering into the same or a similar agreement with any other party, or require either Party to provide any information to the other.

6. This Agreement may not be modified except by written agreement signed by an authorized representative of each Party. No waiver of any breach of this Agreement shall be effective unless made in writing, and no such written waiver shall operate as a waiver of any subsequent breach.

7. This Agreement may not be assigned by either Party without the express written consent of either Party. Any purported assignment without such consent shall be null and void.

8. This Agreement supersedes all prior oral and written agreements or communications and constitutes the entire Agreement of the Parties regarding the disclosure of confidential or proprietary information relating to the Subject Matter.

9. This Agreement shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws rules.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the date first above written.

RECEIVING PARTY:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Chemtos LLC:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_