

## NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT is made and entered into as of August 26, 2013, between **WHITE KNIGHT FLUID HANDLING INC.** ("White Knight") and \_\_\_\_\_ ("Recipient").

**1. PURPOSE.** White Knight and Recipient wish to explore a business opportunity of mutual interest and in connection with this opportunity; White Knight may disclose to Recipient certain confidential technical and business information, which White Knight desires Recipient to treat as confidential.

**2. "CONFIDENTIAL INFORMATION"** means any information disclosed by White Knight to Recipient, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment). Confidential Information shall include without limitation the items set forth in Appendix A attached hereto, whether or not so designated upon disclosure. Confidential Information may also include information disclosed to Recipient by third parties. Confidential Information shall not, however, include any information which (i) was publicly-known and made generally available in the public domain prior to the time of disclosure by White Knight; (ii) becomes publicly known and made generally available after disclosure by White Knight to Recipient through no action or inaction of Recipient; (iii) is already in the possession of Recipient at the time of disclosure by White Knight as shown by Recipient's files and records immediately prior to the time of disclosure; (iv) is obtained by Recipient from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by Recipient without use of or reference to Confidential Information, as shown by documents and other competent evidence in Recipient's possession; or (vi) is required by law to be disclosed by Recipient, provided that Recipient gives White Knight prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

**3. NON-USE AND NON-DISCLOSURE.** Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and White Knight. Recipient agrees not to disclose any Confidential Information to third parties or to any employees of Recipient without the express prior written consent of White Knight. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to Recipient hereunder.

**4. MAINTENANCE OF CONFIDENTIALITY.** Recipient agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information without the prior written consent of White Knight. Recipient shall

reproduce White Knight proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Except as otherwise expressly set forth in this Agreement, neither party, without the prior written consent of the other party hereto, shall disclose to any person, either the fact that any investigations, discussions or negotiations are taking place regarding the potential business relationship (or any other transaction) or that either party has requested or received Confidential Information from the other, or any of the terms, conditions or other facts with respect to the Potential Transaction, including the status thereof, unless and except to the extent required by law as described in Section 2(vi) above.

**5. NO WARRANTY.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". WHITE KNIGHT MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**6. RETURN OF MATERIALS.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by White Knight to Recipient, and all copies thereof which are in the possession of Recipient, shall be and remain the property of White Knight and shall be promptly returned to White Knight upon written request by White Knight. Notwithstanding the foregoing, Recipient is permitted to keep a copy of Confidential Information necessary to comply with its legal and regulatory requirements, provided that such Confidential Information remains subject to the other provisions of this Agreement.

**7. NO LICENSE.** Nothing in this Agreement is intended to grant any rights to Recipient under any patent, trademark or copyright of White Knight, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

**8. NO IMPROPER USE OF INFORMATION.** Recipient will not improperly use or disclose any confidential information or trade secrets, if any, of any former or current employer or any other person or entity to whom it has an obligation of confidentiality ("Confidential Third Party"), and will not bring onto White Knight's premises any unpublished documents or any property belonging to any Confidential Third Party unless consented to in writing by that Confidential Third Party. Recipient will use in the performance of his duties only information which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by White Knight.

**9. TERM.** The obligations of Recipient hereunder shall terminate at the earlier of two (2) years from the date of this Agreement or such time as all Confidential Information of White Knight disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

**10. REMEDIES.** Recipient agrees that any violation or threatened violation of this Agreement may cause irreparable injury to White Knight, entitling White Knight to seek injunctive relief in addition to all legal remedies.

**11. MISCELLANEOUS.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Utah, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. There shall be no oral agreements between the parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

**WHITE KNIGHT FLUID HANDLING INC.** \_\_\_\_\_ **COMPANY NAME** \_\_\_\_\_

By 

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

Name: David Kingsbury

Name:

Title: VP Sales

Title:

## **APPENDIX A**

- 1)
- 2)