**NONDISCLOSURE AGREEMENT**

**THIS AGREEMENT** is dated , and is between  of  **("XYZ")** and **Infiltrator Water Technologies, LLC, a Delaware limited liability company, 4 Business Park Road, P.O. Box 768, Old Saybrook, Connecticut** ("**Infiltrator**").

 **RECITALS**

**XYZ** and Infiltrator have entered into discussions concerning a possible business transaction and/or the provisions of consulting and other services by **XYZ** to Infiltrator. In the course of these discussions, Infiltrator may provide Confidential Information to **XYZ** and its officers, directors, employees, agents and representatives (collectively, “Representatives”). **XYZ** acknowledges that the Confidential Information of Infiltrator has substantial commercial value and must be protected against unauthorized disclosure and unauthorized exploitation.

1. Definition of Confidential Information.

(a) As used in this Agreement, "Confidential Information" means all confidential, proprietary, technical, or otherwise sensitive information of  Infiltrator which is disclosed to **XYZ** or its Representatives or which **XYZ** or its Representatives learns from Infiltrator or while on Infiltrator’s premises.

(b) The term "Confidential Information" includes, but is not limited to:

1. Processes, formulas, inventions, and technology; manufacturing techniques, and "know‑how,"; designs, drawings, and specifications; all other trade secrets, discoveries, concepts and ideas including, without limitation, the results of research and development activities;
2. Customer lists; customer names and requirements; and employee, customer, supplier and distributor data;
3. Financial information;
4. Pricing policies, marketing strategies, quoting procedures; and other materials and information relating to Infiltrator's  business and activities and the manner in which Infiltrator does business; and
5. Any other materials or information related to the business or activities of Infiltrator which are not generally known to others engaged in similar businesses or activities.

(c) **“**Confidential Information” shall not include information which: (a) at the time of disclosure is part of the public domain through no fault of **XYZ** or its Representatives (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); (b) **XYZ**  can demonstrate through written records was known to it at the time of disclosure, free of restriction; or (c) is disclosed by **XYZ** or its Representatives pursuant to the order or requirement of a court, administrative agency or other governmental body of competent jurisdiction, provided that **XYZ** promptly informs Infiltrator of its intent to make such disclosure, takes all reasonable steps to limit such disclosure and does not inhibit Infiltrator from taking whatever lawful steps Infiltrator considers necessary to attempt to preserve the confidentiality of such information.

2. Obligations of **XYZ**.

(a) **XYZ** shall, and shall cause its Representatives to, maintain the Confidential Information of Infiltrator in confidence, and not discuss with, communicate, or reveal any of the Confidential Information to any third party; provided, however, that **XYZ** may disclose such Confidential Information only to its Representatives who need to know such Confidential Information to enable **XYZ** to perform its services to Infiltrator, after taking reasonable precautions to ensure that such Representatives will maintain the Confidential Information in confidence. **XYZ** shall be responsible for, and liable to Infiltrator for, any action taken by a Representative of **XYZ** that would be a breach of this Agreement if taken directly by **XYZ**. **XYZ** further agrees not to, and shall cause its Representatives not to, use any such Confidential Information for its own account or benefit. **XYZ** will, and will cause its Representatives to, protect the Confidential Information with at least the same degree of care with which it treats and protects its own proprietary information.

(b) **XYZ** agrees that any works of authorship, inventions, know-how, trade secrets, proprietary technology, processes, procedures, methodologies, algorithms, ideas and other materials (“Works”) that are made, developed, created or conceived by **XYZ** or its Representatives (alone or in collaboration with others) and derived from or based upon Confidential Information, shall be the exclusive property of Infiltrator in which Infiltrator shall own all right, title and interest. For consideration acknowledged and received, **XYZ** hereby irrevocably assigns to Infiltrator the ownership of all right, title and interest in and to such Works, and agrees that Infiltrator shall be entitled to obtain and hold in its own name all copyright registrations, patents or other intellectual property rights in respect thereof.

(c) For a period of two years from the date of this agreement, **XYZ** will not, and will not permit any of its affiliates, shareholders, directors, officers or employees to, directly or indirectly, take any action to hire or solicit for employment any person who is an officer, director or employee of Infiltrator or its subsidiaries, without the prior written consent of Infiltrator; provided that the foregoing prohibition shall not apply to any such person who responds to a general advertisement or solicitation program through communications available to the public generally and not targeted specifically at Infiltrator’s employees.

3. Survival. The obligations under this Agreement shall survive this Agreement and shall survive the expiration or termination of the discussions or services between the parties.

4. Materials. All notes, data, tapes, disks, diskettes, reference items, sketches, drawings, memoranda, records, and other materials in any way relating to any of the Confidential Information, however stored or maintained, shall belong exclusively to Infiltrator. **XYZ** agrees to turn over to Infiltrator all copies of such materials in its possession or its control at the request of Infiltrator, and in the absence of such a request, upon the expiration or termination of discussions between the parties.

5. Reasonableness of Restrictions; Severability.

(a) The provisions of this Agreement are severable. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the other provisions.

(b) It is agreed by **XYZ** that (i) the restrictions in this Agreement are reasonable, necessary, and fair to protect the legitimate interests of Infiltrator and that failure to observe and comply with this Agreement will cause irreparable harm; (ii) it will be difficult to ascertain the nature, scope and extent of the harm; (iii) a remedy at law for such failure will be inadequate; and (iv) **XYZ** has received fair consideration for its obligations under this Agreement.

Accordingly, it is the intention of the parties that, in addition to any other remedies which Infiltrator may have in the event of any breach of this Agreement, Infiltrator shall be entitled to demand and obtain temporary and permanent injunctive relief, without the necessity of posting bond or other security, to prevent any breach or any threatened breach of this Agreement.

6. Burden and Benefit. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, permitted assigns, heirs, and legal representatives.

7. Governing Law Forum. This Agreement shall be governed by the laws of the state of Delaware regardless of place of execution. The state and federal courts located in Delaware shall have jurisdiction over all claims and suits arising from this Agreement.

8. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. No representation, promise, agreement, or understanding, written or oral, not contained in this Agreement shall be of any force or effect. No amendment shall be valid or binding unless the same is in writing and signed by both parties. In the event either party institutes litigation to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non‑prevailing party. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom the waiver is sought to be enforced.

In witness whereof, the parties hereto have signed this Agreement as of the date first above written.

 **COMPANY**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

 Date:

**Infiltrator Water Technologies LLC**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: Bryan A. Coppes

 Title: Vice President, Engineering, R&D

 Date: