

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of this ____ day of _____, 20__, by and between _____, a **STATE or COUNTRY** corporation ("Company"), having offices at **ADDRESS of COMPANY** and PowerTech Water Inc, d/b/a ElectraMet, a Delaware corporation ("ElectraMet"), having offices at 749 W. Short St, Lexington, KY 40508. Company and PTW are hereinafter alternatively referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, ElectraMet and Company may exchange and disclose certain confidential and proprietary information (hereinafter "Confidential Information") to each other for purposes of engaging in discussions related to **DESCRIPTION OF PURPOSE** _____ (the "Purpose").

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the Parties agree as follows:

1. The exchange of Confidential Information between the Parties is subject to the terms and conditions stated herein. Nothing in this Agreement shall impose any obligation upon either Party to consummate a transaction, to enter into any discussion or negotiations with respect hereto or to take any other action not expressly agreed to herein.

2. The receiving Party shall not disclose any Confidential Information received from the disclosing Party under this Agreement to any third party except with the prior written approval of such disclosure by the disclosing Party.

3. Confidential Information includes (i) information exchanged in writing or other tangible form that is clearly marked as Confidential Information at the time of disclosure to the receiving Party, (ii) information verbally exchanged that is subsequently identified in writing to the receiving Party as confidential within 30 days of such disclosure, and (iii) information which, by its nature, is reasonably considered confidential. Confidential Information includes but is not limited to the Parties' discussions under this Agreement, and any information which is not generally known concerning either Party's business plans or procedures, construction plans, strategies, pricing of services, trade secrets, operations, records, costs, investments, finances, assets, technology, proprietary affairs, financial accounting or related procedures, customer data or any other information identified by either Party as confidential or proprietary in accordance with the terms of this Agreement.

4. Except as otherwise set forth herein, the receiving Party agrees to hold all Confidential Information in strictest confidence by using at least the same manner of care it uses to protect the confidentiality of its own Confidential Information, but in no event using less than reasonable care and using the Confidential Information solely for the Purpose. Further, the receiving Party agrees that it shall not disclose any such Confidential Information to anyone except its officers, directors, employees, agents, representatives, attorneys, accountants, consultants and advisors (collectively its "Representatives") to whom such disclosure is necessary for advancement of the Purpose and whom are under express obligations to protect the Confidential Information that are at least as restrictive as those herein. Each Party agrees to be responsible for any breach of this Agreement by its Representatives.

5. Confidentiality Obligations herein will not apply to any information which:

(a) at the time of receipt was already rightfully in possession by the receiving Party or was already in the public domain;

(b) after being provided, such information enters the public domain without any breach or fault of the receiving Party;

(c) is obtained by the receiving Party from any third party which had the unrestricted right to disclose it;

(d) is required to be disclosed by the receiving Party under court or government order. In such case, to the extent permissible, the receiving Party shall provide reasonable advanced notice to the disclosing Party so as to permit the disclosing Party to seek a protective order; or

(e) is developed independently by the receiving Party, without the benefit of the Confidential Information of the disclosing Party, as shown by documented evidence of the receiving Party.

6. Ownership of Confidential Information.

(a) All written Confidential Information shall remain the property of the disclosing Party.

(b) The receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The receiving Party shall not make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations based on its use of the Confidential Information, absent separate written approval of the disclosing Party.

7. The terms and conditions of this Agreement may not be changed, amended or waived unless in writing signed by both Parties.

8. This Agreement shall be governed by the laws of the State of Kentucky without regard to its conflict of laws principles. Jurisdiction and venue for all disputes arising out of or related to this Agreement shall be exclusively within the federal or state courts located within the State of Kentucky.

9. This Agreement shall be in effect for a period of five (5) years from the date hereof. For information considered a trade secret under applicable law, the confidentiality obligations shall last until one of the exceptions under Section 5 applies. This section shall survive termination.

10. Upon termination or expiration of the Agreement, or upon written request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all documents and other tangible materials representing the Confidential Information and all copies thereof, or certify the destruction of same. However, the receiving Party is not required to return or destroy electronically archived information providing that information remains inaccessible while archived and is deleted per an established document retention program and further providing that the confidentiality obligations herein shall apply to such archived information for as long as the same is retained by the receiving Party.

11. All Confidential Information is provided "AS IS," without any representations or warranty, express or implied, of any kind, including those of Merchantability, Fitness For Purpose, accuracy, completeness or non-infringement.

12. The receiving Party shall immediately notify the disclosing Party upon discovery of any unauthorized disclosure or unlawful use of the Confidential Information. The receiving Party understands and acknowledges that any unauthorized disclosure or unlawful use of the disclosing Party's Confidential Information may cause the disclosing Party irreparable harm, and financial compensation for which would be inadequate, and therefore agrees that the disclosing Party shall have the right to seek injunctive relief from any court of competent jurisdiction to prevent or stop such disclosure or use in addition to such other relief as shall be available to the disclosing Party.

13. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or as set forth in this agreement or as subsequently modified by written notice.

14. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

15. The receiving Party shall not export, directly or indirectly, any technical data acquired from the disclosing Party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

16. Neither Party may assign this Agreement to a third Party. This Agreement shall be binding on all successors of the Parties.

17. The Agreement sets forth the complete, exclusive and final statement of the agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties regarding such subject matter.

17. Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in any one of number of counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

COMPANY

PowerTech Water Inc. d/b/a ElectraMet

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____