



Facility Tour Agreement

This FACILITY TOUR AGREEMENT (this “Agreement”) is entered into as of this date _____ between Company _____, Company Representative Name

(Printed) _____ (Signature)-----

and Enviro Gold Refining Systems, LC, and Enviro Metals, LLC, both Florida limited liability companies and David W. Caldwell,

(All together collectively hereafter referred to as “EGRS”) and (“Visitor”)

By signature the Visitor acknowledges and affirms a current and valid NDA between EGRS and their company and the Visitor is aware of, and shall abide by, the terms and conditions of that agreement.

During the facility tour(s), Visitor will observe EGRS business operations and facilities which may give Visitor access to some of EGRS Confidential Information as defined below.

Accordingly, as a condition of and in consideration of touring EGRS facilities, Visitor agrees that:

1. The term “Confidential Information” shall include all EGRS trade secrets and information that concerns the confidential business or affairs of EGRS including without limitation, financial information and reports, business plans, design and construction plans, manufacturing processes, customer lists, employee data, forecasts, strategies, and all other proprietary technical and or business information.
2. Visitor agrees and acknowledges that during the course of, or incident to, the tour of EGRS facilities, EGRS may provide to, or Visitor will otherwise become exposed to EGRS Confidential Information. This may include things seen and or heard during the facility visit unrelated to the visit purpose.
3. Visitor agrees to hold the Confidential Information in the strictest confidence and will exercise at least the same care with respect thereto as it exercises with respect to its’ own confidential or proprietary information and in no event less than commercially reasonable care and will not without EGRS consent use, divulge, copy, release, sell, loan or otherwise reveal such Confidential Information to others.
4. Mobile phones, cameras, PDAs, computers, or any other recording devices are prohibited in the Facility unless expressly authorized by the accompanying EGRS representative.

Company Initials: _____ Date: ____/____/____
Recipient Initials: _____ Date: ____/____/____



Enviro Gold Refining Systems
Pouring a Greener Tomorrow

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5. Visitor agrees he/she will not remove any document, equipment or other materials from the premises without EGRS written consent. Visitor will not photograph, videotape, or otherwise make any record of or preserve any Confidential Information to which he/she may be given access during the facility tour(s).
6. Visitor will abide by all safety regulations, stay within designated areas of the facility per the established tour, and will not leave the touring party without an escort by a EGRS authorized employee.
7. No smoking anywhere within the EGRS facility or on its grounds.
8. In consideration of being admitted to the EGRS facility, I hereby expressly waive release and agree to hold EGRS, its directors, officers, agents, employees, subsidiaries, members, partners, and affiliates (the Releasees”) harmless from all claims and liability for property damage or personal injury (including death) to myself occurring while I am on EGRS property , even if such damage or personal injury is caused by the negligence of EGRS or its employees. I covenant not to make or bring any such claim against EGRS or any other Releasee and forever release and discharge EGRS and all other Releasees from liability under such claims.
9. Visitor understands that his or her breach of this Agreement may subject him or her and his or her employees to liability.
10. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
11. Except to the extent Visitor, or Visitor’s company, and EGRS have a valid non-disclosure agreement (NDA), this Agreement constitutes the entire understanding between EGRS and Visitor with respect to its subject matter and supersedes all earlier representations and understandings, whether oral or written

Title: _____ NAME _____

Company Initials: _____ Date: ____/____/____
Recipient Initials: _____ Date: ____/____/____

For the Company and the Individual

Company Name: _____

Visitor Name/Signature _____

Printed Name of Visitor _____

Visitor Title _____