



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into as of _____, (the “**Effective Date**”) by and between: Enviro Gold Refining Systems, LLC a Florida LLC with principal offices located at 1430 Hobbs St. Brandon L, 33619 (hereinafter referred to as a “**Party**” /or EGRS); and _____ with principal offices located at (hereinafter referred to as the other “**Party**” and “_____”).

The parties desire to pursue certain business discussions, technical evaluations, studies, negotiations or other related matters solely for the purpose of evaluating possible business transactions, negotiations, contractual arrangements or similar business discussions between them (“**Business Purpose**”). In connection with such discussions, the parties may elect to make available and disclose to one another certain of their Confidential Information (as defined below) solely for the Business Purpose. The parties desire to protect such Confidential Information from unauthorized use and disclosure.

Accordingly, in consideration of the disclosure of any such Confidential Information by either party to the other, and the mutual agreements of the parties set forth in this Agreement, and in order to facilitate the Business Purpose, the parties agree as follows:

Definition of “Confidential Information.” As used in this Agreement, “**Confidential Information**” means that information disclosed, provided, or made available by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), before, on or after the Effective date, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” and includes information such as, without limitation:

- a) product formulations, formulae, and methods of manufacture;
- b) unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;
- c) designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components, and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;
- d) other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the Parties’ businesses;

- e) customer lists, business plans, business strategies, business or marketing plans, business proposals, costs, prices, purchase or sales volume, agreements with third parties, services, actual or potential customers and suppliers of goods and/or services, marketing or finances; and
- f) notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials (the “Notes”) prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing.

Except as required by applicable federal, state, or local law or regulation, Confidential Information will not include information that:

- (a) is as of the Effective Date, or hereafter becomes, through no act or failure to act on the part of the Receiving Party or its representatives, generally known or readily ascertainable through proper means to persons knowledgeable in the relevant industry;
- (b) was acquired or lawfully in the possession of the Receiving Party by proper means without restriction as to use or disclosure before receiving such information from the Disclosing Party;
- (c) was known by or in the possession of the Receiving Party, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement;
- (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement or otherwise prohibited from disclosing such information to the Receiving Party by a contractual, legal or fiduciary obligation; or
- (e) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information

Restrictions on Use and Disclosure. The Receiving Party shall: (a) hold the Disclosing Party’s Confidential Information in strict confidence and agrees: (b) not to disclose, divulge, reveal, report, publish, transfer or otherwise communicate the Disclosing Party’s Confidential Information to any third parties; (c) not to use the Disclosing Party’s Confidential Information for any purpose except for the Business Purpose; (d) not to use Disclosing Party’s Confidential

Information for its own benefit or the benefit of any other person or entity (except for the Business Purpose), or use to the detriment of the Disclosing Party; and (e) protect and prevent the unauthorized disclosure or misuse of the Disclosing Party's Confidential Information by measures at least as restrictive as the measures it uses to protect its own Confidential Information, but with no less than a reasonable standard of care. Each party may disclose the other party's Confidential Information to its officers, employees, consultants, advisors, subsidiaries and affiliates with a bona fide need to know, but only to the extent reasonably necessary to carry out the Business Purpose. The Receiving Party shall ensure such employees and third parties comply with the terms of this Agreement. The Receiving Party will be solely liable to the Disclosing Party for any breach of this Agreement by such employees and third parties. Receiving Party shall not attempt to interfere with or circumvent any aspect of Disclosing Party's business, including, without limitation, by attempting to manufacture or distribute any product that is competitive with any product manufactured or distributed by Disclosing Party or its affiliates using any of Disclosing Party's Confidential Information.

Required Disclosure. Notwithstanding anything to the contrary in this Agreement, either party may disclose Confidential Information of the other party to the extent it is required to do so by local law or relevant governmental authority where such party is located. In the event that either party is required by local law or relevant governmental authority to disclose Confidential Information of the other party, then the party required to make such disclosure shall provide the other party with prior written notice of any such requirement so that the other party may also seek a protective order or other appropriate remedy. The Receiving Party will immediately notify the Disclosing Party of any unauthorized use or disclosure of any of its Confidential Information.

Return/Destruction of Confidential Information. A Disclosing Party may, at any time, deliver written notice to the Receiving Party of the Disclosing Party's election to have all tangible materials (including without limitation paper and magnetic storage media) in the possession of the Receiving Party which contain or reflect any of the Disclosing Party's Confidential Information ("**Confidential Materials**") either returned to the Disclosing Party or, at the Disclosing Party's election, destroyed. Upon receipt of such notice and except as may otherwise be required by law, the Receiving Party shall, within twenty (20) calendar days, either: (i) return the Confidential Materials in its possession to the Disclosing Party; (ii) destroy the Confidential Materials; or (iii) at the Receiving Party's election, take any combination of steps (i) and (ii).

Term. This Agreement governs disclosures between the parties for five years after the Effective Date. Notwithstanding the foregoing sentence, either party may terminate this Agreement on twenty (20) days' prior written notice to the other party. The Receiving Party's obligations with

respect to the use and disclosure of Confidential Information survives termination or expiration of the Agreement for an additional period of five (5) years after this Agreement is terminated or expires.

No License or Other Rights. Nothing herein shall imply that either party is under any obligation to disclose to the other any information of any kind whatsoever or to engage in any further discussions or enter into any agreement with the other in respect of the subject matter hereof. Further no liability shall arise for failure of the parties to enter into any other agreement related to the Business Purpose. And, nothing herein shall be construed as granting by implication, estoppel or otherwise, any right in or license under any patent, copyright, trademark or other right now or hereafter owned or controlled by either party unless expressly specified in this Agreement. All Confidential Information and its derivative (including any result, developed technologies or concepts), improvement and modification shall remain the exclusive property (including intellectual property) of the Disclosing Party. The Receiving Party acknowledges that it will in no way infringe any intellectual property rights of Disclosing Party and will in no way use, copy, appropriate or redistribute any part of the Confidential Information without written consent from the Disclosing Party. Any disclosure of Confidential Information under this agreement shall not constitute prior publication or public use regarding patent eligibility.

Injunctive Relief. Each party acknowledges that the disclosure or use of any of the other party's Confidential Information in violation of the terms of this Agreement would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to obtain an injunction enjoining any use or disclosure of its Confidential Information in violation of the terms of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. All of the Party's rights and remedies shall be cumulative and may be exercised separately or concurrently.

No Warranty. All Confidential Information is provided "AS IS", and without any warranty express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third party rights or its merchantability or fitness for a particular purpose. Neither the Disclosing Party nor its affiliates or advisors shall be liable to the Receiving Party, their representatives or advisors for damages incurred from using Confidential Information that has been made available.

No Assignment. Neither party shall transfer or assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other party, except pursuant to a transfer of all or substantially all of such party's business and assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, or otherwise. Any



assignment in violation of this Section will be void.

Governing Law and Dispute Settlement. This Agreement is made subject to and shall be construed under the laws of the State of Florida, without giving effect to its principles or rules regarding conflicts of laws, and, subject to the state and federal courts situated in the State of Florida shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement or the Confidential Information with each party irrevocably consenting to the jurisdiction thereof (and waiving any claims of forum inconvenience) for any actions, suits or proceedings arising out of or relating to this Agreement or the Confidential Information, and each party irrevocably waives its rights to jury trials with respect thereto. In the event of any litigation hereunder, the prevailing party shall be entitled to costs and reasonable attorney’s fees.

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to such subject matter.

Amendment and Waivers. Any term or provision of this Agreement may be amended only by the written consent of each of the parties hereto. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written waiver signed by the duly authorized representative of the party to be bound by such waiver. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default.

No Commitment. Except as provided herein, the parties agree that any disclosures contemplated hereunder, and any discussions or communications between the parties relating thereto, shall not restrict either party’s right to take whatever future actions such party unilaterally determines to be in its best interests, including the right to discontinue discussions with the other party at anytime or to undertake similar discussions or to enter into agreements or relationships with third parties covering subjects related to the matters covered herein.

Notices. Any notice required under this Agreement shall be delivered to the following addresses for each of the parties, and may be delivered by hand (return receipt), facsimile or electronic means (with confirmation to the addresses above).

Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when

one or more counterparts hereof, individually or taken together, will bear the signatures of authorized representatives of the parties reflected hereon as signatories.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

FOR: EGRS

FOR: _____

By: _____

By: _____

Signature and Date of Signing

Signature and Date of Signing.

David Caldwell, CEO/Manager
Printed Name and Title

Printed Name and Title