



NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement"), dated as of _____, 2000 and between _____, corporation (the "Company"), and eFiltro Co. ("eFiltro"). The parties are considering a possible agreement or transaction (the "Transaction"). eFiltro and the Company would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of, their valuable confidential information. Accordingly, eFiltro and the Company hereby agree as follows:

- 1. Confidential Information.** As used in this Agreement, "Confidential Information" means all nonpublic information disclosed by one party or its agents (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing activities, pending transactions, ownership, finances and other business affairs, and (ii) third-party information that the Disclosing Party is obligated to keep confidential.
- 2. Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) is known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who, to the knowledge of the Receiving Party, is not bound by an obligation of confidentiality to the Disclosing Party with respect to the Confidential Information, (iv) was independently developed by the Receiving Party without reference to any Confidential Information, or (v) is required to be disclosed in response to a valid order by a court or other governmental body, or as otherwise required by law or as necessary to establish the rights of either party under this Agreement (provided that, to the extent possible, the party so disclosing has provided the other party with a reasonable opportunity to seek protective legal treatment for such Confidential Information).
- 3. Use of Confidential Information.** The Receiving Party may use Confidential Information only in connection with the Transaction. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
- 4. Receiving Party Representatives.** The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its officers, employees, counsel, accountants and other advisors who (i) have a need to know Confidential Information in connection with the Transaction relationship, and (ii) have agreed to comply with the terms of this Agreement.
- 5. Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.
- 6. Return of Confidential Information.** The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request.

7. No Representation. Each party acknowledges that any information being provided pursuant to this Agreement is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of such information on the part of the Disclosing Party or its Representatives.

8. Injunctive Relief. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party, for which monetary damages or other adequate remedy may be difficult to ascertain. The Receiving Party therefore agrees that the Disclosing Party shall be entitled to injunctive relief (including, but not limited to, obtaining a temporary restraining order and/or temporary or permanent injunction), in addition to its other rights and remedies in law or equity..

9. Scope; Termination. This Agreement is intended to cover the Confidential Information disclosed by each party both prior and subsequent to the date hereof. Confidential Information disclosed under this Agreement will be subject to the terms of this Agreement for two (2) years following the date of initial disclosure.

10. Independent Development. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

11. Miscellaneous. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation or commitment to form any such relationship or entity. This Agreement constitutes the entire Agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to substantially enforce such provision or any other provision of this Agreement. If a provision of this Agreement is held invalid under any applicable law, such invalid provision will not affect any other provision of this Agreement that can be given effect without the invalid provision. This Agreement will be governed by the internal laws of the State of New York, without reference to its choice of law rules. This Agreement may be executed by facsimile and in counterpart copies.

The parties have executed this Agreement as of the date first written above.

Signature _____  _____

Name _____ Mick Lopez _____

Title _____ CEO _____

Company _____ eFiltro _____

Signature _____

Name _____

Title _____

Company _____