



EcoCOVER | NEW ZEALAND | NEW THINKING

CONFIDENTIALITY AGREEMENT

THIS DEED made this _____ day of _____ 2007

BETWEEN: EcoCover Developments Limited (Vanuatu) at Auckland
(called “the Company”)

AND: _____ at
(called “the Recipient”)

WHEREAS

- A. The Company has the worldwide exclusive manufacturing and marketing rights to a biodegradable mulch matting (EcoCover™) that helps prevent weed growth, conserves soil moisture content, limits soil temperature variations and promotes micro/macro soil organisms immediately beneath the mats. (hereinafter called “The Product”).
- B. The Recipient and the Company have agreed to exchange correspondence regarding the Product at which time and subsequently the Company may supply the Recipient with information about the Product, and permission to examine and evaluate confidential information in relation to the Product with the view to the parties entering into a commercial agreement between them.
- C. The Company has agreed to submit such confidential information to the Recipient on the terms and conditions set forth.

NOW THIS DEED WITNESSETH that the parties hereto covenant and agree as follows:

- 1.** **In** this Deed the expression “Confidential Information” means any information, technical data or know-how, including, but not limited to, that which related to research products and development disclosed by the Company to the Recipient in relation to the Product.
- 2.** **The** Recipient acknowledges and agrees that confidential information is disclosed by the Company to the Recipient in confidence and the Recipient undertakes to treat and hold the same as strictly confidential and secret on the terms of this Deed for a period of three (3) years from the date hereof.

Initial: _____

3. **The** Recipient agrees to take all reasonable precautions to avoid disclosure of the confidential information by itself or its servants, employees, agents, consultants or assigns.

4. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

The Recipient:

- a. agrees not to use the confidential information disclosed to it by the Company for its own use or for any purpose except for evaluation and examination for the purpose of discussions concerning the completion of any business relationship between themselves.
- b. will not disclose the confidential information to any third party or to its employees except essential employees, agents, consultants or assigns of the Recipient who are required to have the information in order to carry out the contemplated business and will ensure that such of the Recipients employees, agents, consultants or assigns to whom confidential information is communicated shall also treat and hold the same as strictly confidential and secret.
- c. agrees to protect and safeguard the confidential information received from the Company against unauthorized publication or disclosure.
- d. agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of the confidential information in order to prevent it from falling into the public domain or the possession of unauthorized persons.
- e. agrees to notify the Company in writing of any misuse or misappropriation of confidential information, which may come to its attention.

5. **The** obligations of non-disclosure do not apply to information already available to the public at the time of disclosure; to information that hereafter becomes generally available to the public through no fault of the Recipient; or to information which the Recipient acquires from a third party having no obligation of non-disclosure to the Company. The obligation of non-disclosure does not apply to information required to be disclosed by law provided however that the Recipient notifies the Company promptly at any time it believes it is legally required to disclose the Company's confidential information and does not disclose such confidential information until the Company has the opportunity to oppose such disclosure or obtain an acceptable protective order.

6. **The** Recipient agrees that it shall not make the confidential information available to any person or corporation for any purpose save as authorized by this Deed unless it has obtained the prior written consent of the Company.

7. **Where** any part of the confidential information is evidenced in visible form, proper secure and confidential storage shall be provided and maintained by the Recipient.

8. **The** Recipient acknowledges that any confidential information which may have been disclosed by the Company prior to the date of this Deed shall be deemed to have been disclosed under the provisions of this Deed.

Initial: _____

9. PATENT OR COPYRIGHT INFRINGEMENT

Nothing in this Deed grants any rights under any patent or copyright in and to the confidential information which remains the property of the Company.

10. GENERAL

This agreement shall be binding on and for the benefit of the undersigned parties, their successors and assignees, provided that confidential information may not be assigned without the prior written consent of the Company.

11. Failure to enforce any provision of this Deed shall not constitute a waiver of any term hereof.

12. This Deed shall be governed by and construed in all respects in accordance with *either* the laws of New Zealand, and each party hereby submits to the non-exclusive jurisdiction of the New Zealand Courts *or* the laws of the ‘Recipient’s’ country, and each party hereby submits to the non-exclusive jurisdiction of the ‘Recipient’s’ country’s Courts.

13. This Deed constitutes the complete and entire agreement between the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands on the date hereinbefore recited:

SIGNED for and on behalf of the Company)

SIGNED by the Recipient)
)
in the presence of)
)
)

SIGNED by the Recipient)
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in the presence of)
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