



ATTACHMENT "A"

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20__ by and between

**Sani-Tech Systems, Inc.
16015 Main Street NE
Duvall, WA 98019**

and

AND

Company's employees, representatives and all persons who may be receiving confidential information all of which are referred to herein as 'Company'

WITNESSETH

WHEREAS, Sani-Tech Systems, Inc. have developed and invented certain novel and proprietary processes, technology, improvements, trade secrets and related technical know-how for waste reduction, process and compaction (all of the said proprietary knowledge is herein after referred to as the 'Proprietary Information'); and

WHEREAS, the parties recognize that during the course of their business dealing, Company will necessarily be given access to, and become familiar with, the Proprietary Information; and

WHEREAS, Company acknowledges that the Proprietary Information constitutes a valuable business asset of Sani-Tech and that its protection is essential to Sani-Tech's continued success.

NOW, THEREFORE, in consideration of the foregoing, and of their mutual business dealing, Company, for itself, and on behalf of its officers; agents and employees, hereby covenants and agrees with Sani-Tech as follows.

1. **CONFIDENTIALITY** - Company will treat all Proprietary Information which is disclosed to it, or which it directly or indirectly acquires from Sani-Tech and its agents, employees and consultants, as strictly confidential, and held in trust for Sani-Tech's sole benefit and use; Company acknowledges that said Proprietary Information shall at all time remain the property of Sani-Tech and covenants that it shall not use said Proprietary Information except to effectuate the purposes of this Agreement. Upon termination of this Agreement, Company shall promptly deliver to Sani-Tech or its agent, all copies of any drawings, blueprints, notes, models, reports or other tangible materials related to Proprietary Information that is then in Company's possession.
2. **NONDISCLOSURE** - Company shall not, without the prior written consent of Sani-Tech, directly or indirectly disclose, divulge, publish, communicate or reveal to any third party any of the Proprietary

Information. In the event that the Company seeks to disclose any Proprietary Information to an employee or any third party, Company shall first obtain written permission therefore from Sani-Tech, and if such permission is granted, Company shall be obligated to have such employee or third party become a signatory to this Confidentiality Agreement. An executed copy of said signatory, assent shall be forthwith delivered to Sani-Tech

3. **IMPROVEMENTS; ASSIGNMENTS** - During the term of this Agreement, and for a period of five (5) years thereafter, Company shall promptly disclose to Sani-Tech any improvements in, or inventions or discoveries related to Sani-Tech's products and technology and at Sani-Tech's request and expense, Company shall promptly execute any application, assignment or other interments necessary to convey to Sani-Tech the exclusive right, title and interest and said improvement, inventions or discoveries.
4. **TERMS** - This Agreement shall continue until terminated by either party upon Thirty (30) days written notice to the other. Upon termination of this Agreement, the covenants given by Company shall remain in full force and effect.
5. **REMEDIES** - Company recognizes that Sani-Tech's remedies at law for any breach of covenants of this Agreement would be inadequate, and that in addition to any such legal remedies, Sani-Tech shall be entitled to appropriate injunctive relief.
6. **SERVERABILITY** - In the event that any part of this Agreement be declared invalid and unenforceable by a court of competent jurisdiction, the remaining portion shall remain in full force and effect.
7. **WAIVER** - The waiver of any breach of this Agreement by any party shall not constitute a waiver as to any future breach, whether similar or dissimilar in nature.
8. **NOTICES** - All notices necessary or desirable to be given hereunder shall be given in writing, and served by certified mail return receipt requested and addressed to the other party at the address above given, postage prepaid or to such other address as is stated in a notice given in compliance herewith. Any such notices shall be effective and deemed received five (5) days after it is placed in the U.S. Mail.
9. **GOVERNING LAW** - This Agreement shall be governed by and construed according to, the laws of the State of Washington.
10. **BENEFIT** - This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective affiliates, successors and assigns.
11. **ENTIRE AGREEMENT** - This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by an instrument given in writing, and executed by both parties hereto.

The parties have duly executed this Agreement on the date set forth above.

Company Representative

Title

ATTACHMENT 'B'

Non-exclusive

GEOGRAPHIC TERRITORIES

NOTE: "Captive" accounts; ALDI's Inc., Associated Grocers, Kroger Stores, West Coast Grocers, and Act III Theaters are specifically excluded from this agreement.