

\_\_\_\_\_  
(Month-Day-Year)

\_\_\_\_\_  
(Name of Contractor Company)

\_\_\_\_\_  
(Street Address of Home Office)

\_\_\_\_\_  
(City, State-Zip Code)

**Attention:**

\_\_\_\_\_  
(Contractor Representative)

\_\_\_\_\_  
(Title)

Gentlemen:

Prevention Technologies, Inc. (hereinafter referred to as "PTi"), as a result of the exclusive licensing of certain patented processes and having done extensive research and commercial practice, has developed and acquired valuable business and technical information and know-how relating to environmental barriers for containing hydrocarbons including, but not limited to, the composition, design, and installation of flexible environmental barriers for containing petroleum based fuels around fuel fill-pipes or submersible pumps and under fuel dispensing apparatus and for the repair of existing containment sumps and dispenser pans (hereinafter referred to as "PTi Information").

We understand that \_\_\_\_\_ (insert name of Contractor Company) desires access to certain PTi Information for the purpose of installing for PTi such environmental barriers as PTi may choose to order.

In view of the confidential and proprietary nature of PTi Information, and to provide an appropriate basis for making available to you such PTi Information as we deem necessary for the aforementioned purpose, we propose the following arrangement:

1. You shall (a) treat as confidential all PTi Information which has been or may hereafter be made available to you, directly or indirectly, or by a third party having access to PTi Information; (b) limit access to PTi Information to those of your employees reasonably requiring the same for the aforesaid purpose; (c) not disclose PTi Information to any third party without PTi's express, prior written consent; and (d) not use PTi Information in any way other than for the aforesaid purpose.
2. Nothing contained herein shall in any way restrict or impair your right to use, disclose or otherwise deal with any technical information not protected under patents exclusively licensed to PTi which: (a) at the time of disclosure is generally

available to the public or thereafter becomes generally available to the public by publication or otherwise through no act of yours; (b) you can show was in your possession prior to the time of the disclosure hereunder and was not acquired directly or indirectly from PTi ; or (c) is independently made available to you as a matter of right by a third party.

3. Upon PTi's request, you shall return all drawings, photographs, data, memoranda, and written information including all copies thereof, relating to any PTi Information made available to you hereunder.
4. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
5. Your obligations hereunder shall terminate fifteen (15) years from the date of this letter.

If you are agreeable to proceeding on the above basis, please have an authorized official confirm your agreement by signing and returning one of the duplicate originals of this letter to PTi .

Very truly yours,

**Prevention Technologies, Inc.**

By: \_\_\_\_\_  
(Signature)

Title: President

We hereby confirm our agreement to the foregoing:

\_\_\_\_\_  
(Name of Contractor Company)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_