



**NONDISCLOSURE AGREEMENT  
(the "Agreement")**

For good and valuable consideration of the mutual covenants herein, the undersigned parties agree as follows:

For the purpose of exploring business opportunities of mutual interest (the "Purpose"), the Parties have determined that it is necessary and useful for the Parties to exchange Confidential Information belonging to each of them or their respective Affiliates. Filtration Group Corporation and XXX may be referred to individually herein as a "Party" and collectively as the "Parties."

1. The Receiving Party shall receive and use the Disclosing Party's Confidential Information only for the Purpose and for no other purpose. Except as otherwise set forth in this Agreement, the term "Disclosing Party" includes all Affiliates of the Disclosing Party and the term "Receiving Party" includes all Affiliates of the Receiving Party. An "Affiliate" of a party means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including parent companies or subsidiaries, that directly or indirectly control, are controlled by, or are under common control with such party. A "Representative" of a party means its directors, officers, employees, managers, members, partners, representatives and agents, including its attorneys, consultants, lenders, investors and financial advisors.

2. "Confidential Information" means any and all tangible and intangible nonpublic agreements, documents, reports, records, data and other information (whether written, printed, oral, visual, or electronically stored or produced) relating to the Disclosing Party (whether prepared by the Disclosing Party, its Representatives or otherwise), including all information with respect to the Disclosing Party's business, finances, tax positions, markets, clients, customers, vendors, suppliers, (including, without limitation, through facility tours), services, products, pricing, quotes, know-how, business methods, production processes, risk protection, trade secrets, plans, software, hardware, and other technical information, and information received from third parties that the Disclosing Party is obligated to treat as confidential. Confidential Information also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party or its Representative, containing or based upon, in whole or in part, any information included in the foregoing. Confidential Information shall also include the terms and existence of this Agreement. Confidential Information may contain proprietary or secret material subject to applicable laws regarding secrecy of communications or trade secrets. The term "trade secret" as used in this Agreement shall mean Confidential Information that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain secrecy. If any information that the Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will, in any event, still be considered Confidential Information for purposes of this Agreement.

3. Notwithstanding anything to the contrary in Section 2, Confidential Information shall not include information: (a) which was known to the Receiving Party, as demonstrated through its written records, prior to the time of receipt under this Agreement; (b) which is or becomes publicly available other than through any act or default of the Receiving Party; (c) which is used or disclosed with the prior written approval of the Disclosing Party; (d) which is obtained by the Receiving Party from a third party who, to the best knowledge of the Receiving Party, is in lawful possession of such information and who did not acquire the same, under an obligation of confidence, directly or indirectly from the Disclosing Party; or (e) which is required by law (i.e., through an order of a court or data request from a governmental agency with competent jurisdiction) to be disclosed; provided, however, that the Receiving Party shall provide the Disclosing Party at least ten (10) days' prior written notice before the disclosure of such information pursuant to this Subsection 3(e) and cooperate fully with

Disclosing Party in Disclosing Party's efforts, if any, to obtain a protective order or otherwise avoid disclosure of any such Confidential Information.

4. Disclosing Party shall not be obligated, by virtue of this Agreement, to disclose any or all of its Confidential Information to the Receiving Party. All Confidential Information is provided "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR INFRINGEMENT. Disclosing Party shall not have any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance upon, any Confidential Information.

5. The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to third parties or to the Receiving Party's Representatives, except to those Representatives who are required to have the Confidential Information in order to engage in the Purpose. The Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Disclosing Party's Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information, but no less than measures meeting commercially reasonable standards, and shall ensure that its Representatives who have access to the Disclosing Party's Confidential Information are under non-use and non-disclosure obligations similar to those set forth herein, prior to any disclosure of Confidential Information to such Representatives. The Receiving Party acknowledges and agrees that it shall be responsible for any actions of its Representatives that would violate Receiving Party's obligations under this Agreement, as if such Representative were the Receiving Party.

6. The Receiving Party shall not use the Disclosing Party's Confidential Information in any way detrimental to, or in competition with, the Disclosing Party, including, without any limitation, reverse engineering, disassembling or decompiling any prototypes, software, source code, object code, or other tangible objects that embody the Disclosing Party's Confidential Information. No tangible Confidential Information disclosed to, or otherwise obtained by, the Receiving Party shall be copied or duplicated in any manner without the prior written approval of the Disclosing Party. All Confidential Information (along with all copies or duplicates which were authorized by the Disclosing Party) shall be and remain the property of the Disclosing Party and shall be returned immediately to the Disclosing Party upon the written request of the Disclosing Party or destroyed (and certified as destroyed by the Receiving Party) at the request of the Disclosing Party. Any authorized copies of Confidential Information made by the Receiving Party shall reproduce the Disclosing Party's proprietary rights notices contained thereon.

7. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use, disclosure, copying, distribution, or misappropriation of the Disclosing Party's Confidential Information, or any breach of this Agreement by the Receiving Party, and will cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party in regaining possession of the Confidential Information, mitigating the consequences of its disclosure and preventing its further unauthorized use.

8. Disclosing Party represents that, to the best of its knowledge and belief, it has the right to disclose its Confidential Information for the purpose stated herein.

9. This Agreement is not intended to create or evidence any partnership, joint venture, agency, or similar relationship of any kind whatsoever. Nothing herein is intended to grant any right or license to either party under any patent, mark, work right, invention, copyright, trade secret or any other intellectual property right, now or hereafter owned or controlled by the other party. Nothing herein obligates either party to proceed with any transaction between them or to purchase from or to provide to the other Party any

product or service, or to provide the other Party with Confidential Information. Each party reserves the right, in its sole discretion and upon written notice to the other party, to terminate the discussions contemplated hereby and to cease further disclosures, communications or other activities hereunder.

10. Neither party shall issue any news, advertising or promotional release relating hereto without the prior written approval of the other party. Such approval shall not be unreasonably withheld or delayed. Prior to responding to any inquiry that either party receives from news media relating hereto, the parties shall coordinate their responses with each other.

11. All notices to the parties under this Agreement shall be in writing and sent to the names and addresses set forth below via personal delivery or via overnight Mail, return receipt requested, or via fax followed by a copy via overnight Mail, return receipt requested. Either party may change such name and address by notice to the other in accordance herewith and any such change shall take effect immediately upon receipt of such notice.

12. The parties acknowledge that the Confidential Information is unique and valuable, and that disclosure in violation, or threatened violation of this Agreement, will cause irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach, or threatened breach, of this Agreement, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief (without the requirement to post a bond or other security) as a remedy for any such breach or anticipated breach. Any such award of injunctive relief shall include recovery of all actual and reasonable costs associated with the enforcement of this Agreement, including attorneys' fees, and that such relief shall be in addition to, and not in lieu of, any appropriate relief in the way of monetary damages (including punitive, special, incidental, or consequential damages).

13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to its conflict of laws provisions. By signing this Agreement, both parties agree to submit to the exclusive jurisdiction and venue of federal or state courts of the State of Delaware.

14. This Agreement contains and constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the subject matter hereof. No provision of this Agreement may be altered, amended, modified or waived, except by a written instrument signed by both parties hereto.

15. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party shall assign this Agreement, in whole or in part, without the other party's prior written consent. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

16. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other provisions hereof shall not be affected thereby.

17. If legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs (if applicable) and reasonable attorneys' fees, as fixed by a court of competent jurisdiction. Separate and distinct from the right of a prevailing party to recover expenses, costs, and fees in connection with any legal proceeding, the prevailing party shall also be entitled to receive all expenses, costs, and reasonable attorneys' fees incurred in connection with the enforcement of any judgment entered. Furthermore, the right to recover post-judgment expenses, costs, and attorney's fees will be severable and will survive any judgment and will not be deemed merged into such judgment.

18. This Agreement has been negotiated by and between the parties, with the assistance of counsel to each party, and will not be deemed to be drafted by, or the product of, any party. As such, this Agreement will not be interpreted in favor of, or against, either party. The words "hereof" and "herein," and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole. The word "including" will

be given an expansive meaning and will be deemed to include the words "without limitation." The word "will" will be given an expansive meaning and will be deemed to include the imperative connotation. The singular will include the plural and vice versa, as the context requires.

19. No failure or delay in exercising any right, power, or privilege arising under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any such right, power, or privilege.

20. The Effective Date of this Agreement is XX, 20XX. The term of this Agreement is three (3) years following the Effective Date. (the "Term"). The confidentiality obligation will continue in effect for a period of five (5) years following the termination or expiration of this Agreement, except that the confidentiality obligations with respect to any Confidential Information that constitutes a trade secret shall continue in effect for so long as the information remains a trade secret.

The completed signatures of the Parties attest to their mutual agreement to the conditions of this Agreement.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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