

PRODUCT RECOVERY MANAGEMENT, INC.

ENVIRONMENTAL REMEDIATION & WATER FILTRATION INFRASTRUCTURE

200 20th Street, Butner, NC 27509 | Ph: 919-957-8890

MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into by and between the undersigned parties identified below (collectively referred to as the "Parties," or individually as a "Party").

DISCLOSING / RECEIVING PARTY: PRODUCT RECOVERY MANAGEMENT, INC. ("PRM") 200 20th Street Butner, NC 27509 Phone: 919-957-8890	DISCLOSING / RECEIVING PARTY ("COMPANY"): Name: _____ Principal Address: _____ _____ _____
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EXECUTION REQUIREMENT & VALIDITY: This Agreement shall become legally effective and binding ONLY upon full execution by authorized representatives of BOTH Parties (the "Effective Date"). Prior to dual execution, no license, authorization, or duty to disclose exists, and any unexecuted exchange of information remains non-binding.

1. PURPOSE

The Parties wish to explore a business relationship concerning PRM's modular water treatment equipment, specifically including the proprietary **PFAS-SNARE™ Modular Water Treatment System (Patent Pending)** designed for the removal of per- and poly-fluoroalkyl substances (PFAS) and microplastics from potable water sources. In connection with this evaluation, project design, or downstream technical review, the Parties may disclose confidential and proprietary technical and business information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any proprietary information, technical data, trade secrets, or know-how disclosed by PRM or Company ("Disclosing Party") to the other ("Receiving Party"), whether in writing, orally, visually, or via electronic documents. Confidential Information specifically includes, but is not limited to:

- Engineering drawings, CAD files, schematics, system layouts, piping and instrumentation diagrams (P&IDs), valve configurations, and internal filtration mechanics of the PFAS-SNARE™ system.
- Provisional patent applications, patent claims, specifications, draft application documents, figures, and underlying technical innovations associated with PRM's patent-pending technology.
- Submittal drawings, shop drawings, micron ratings, flow rates, chemical performance data, vessel internal strainer designs, proprietary media selection, manufacturing methods, and pricing.

3. PROTECTION OF PATENT RIGHTS & DOWNSTREAM DOCUMENT CONTROL

The Receiving Party explicitly acknowledges that PRM has filed provisional patent documentation for the PFAS-SNARE™ system, establishing an active patent-pending status.

- **No License or Public Disclosure:** Nothing in this Agreement grants or implies any license or transfer of rights under any patent, patent application, copyright, or trademark. Disclosure under this Agreement does not constitute a public disclosure, sale, or offer for sale.
- **Strict Downstream Document & Drawing Control:** Given that technical drawings, submittal packages, or specifications may be transmitted to or reviewed by downstream parties (including sub-consultants, contractors, engineering reviewers, or municipal clients), Company agrees to maintain strict custody and control over all PRM documents. Company shall not re-transmit, distribute, publish, or upload any PRM drawings, figures, or schematics to public bid boards, open repositories, or downstream contractors without prior express written authorization from PRM.
- **Downstream Confidentiality Requirements:** Any downstream party authorized by PRM to review submittal drawings or technical details must be bound in writing to confidentiality and non-use terms at least as restrictive as those contained in this Agreement prior to receiving access.
- **Protection of Priority & Non-Undermining:** Company agrees not to use disclosed information or submittal drawings to challenge, undermine, or create "prior art" against PRM's patent applications or patent-pending status.
- **No Reverse Engineering:** Company agrees it will not reverse engineer, decompile, disassemble, or physically analyze any PRM equipment, subcomponents, prototypes, or shop drawings.

4. OBLIGATIONS OF RECEIVING PARTY & CORPORATE AUTHORITY

The Receiving Party represents and warrants that this Agreement binds its **entire corporate entity**, including parent companies, subsidiaries, affiliates, officers, and employees. The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence using at least the same degree of care it uses to protect its own highly sensitive trade secrets.
- **Internal Notice:** Provide formal notice of this Agreement to all employees, legal counsel, or technical advisors who require access to evaluate the project, ensuring they are bound by written confidentiality obligations.
- **No External Leakage:** Strictly prevent any unauthorized distribution, leakage, or publication of PRM Confidential Information to third parties or competitors.

5. EXCLUSIONS & COMPULSORY DISCLOSURE

Confidential Information does not include information proved to be: (a) publicly known through no breach of Receiving Party; (b) rightfully possessed prior to disclosure; (c) independently developed without reference to Disclosing Party's information; or (d) required by court order, provided prompt advance written notice is given to Disclosing Party to seek protective orders.

6. TERM, RETURN OF MATERIALS & REMEDIES

This Agreement covers disclosures made within two (2) years from the Effective Date. Obligations regarding patent-pending trade secrets, vessel schematics, and proprietary configurations survive for five (5) years from disclosure or until public patent issuance. Upon written request, all physical and electronic submittal drawings, specifications, and files must be promptly returned or destroyed. This Agreement is governed by North Carolina law, and PRM retains the right to seek injunctive relief to enforce document control and protect its intellectual property.

7. EXECUTION & BINDING LEGAL AUTHORITY

This Agreement is valid ONLY when fully executed by authorized representatives of both PRM and Company below. Each undersigned individual represents that they possess full legal authority to execute this binding document on behalf of their organization.

PRODUCT RECOVERY MANAGEMENT, INC.	[COMPANY NAME]
By:	By:
Name: Mel Phillips	Name: _____
Title: President	Title: _____
Date: _____	Date: _____