CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, made this _______ day of ________________, 20___ between,
_______________________________________ (hereinafter “Company”) and the University of Kentucky
(hereinafter “UK”).

W I T N E S S E T H:

WHEREAS, UK is possessed of certain know-how, proprietary information, trade secrets, and samples
relating to Invitation For Bids CCK-1979-15 (hereinafter the “Information”) and WHEREAS, UK desires to
disclose the information to the Company and the Company desires to receive the Information for the
purpose of evaluating the Information to determine the Company’s interest in an agreement with UK to
use the Information:

Process configuration module assembly and erection

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties
covenant and agree as follows:

1. UK shall disclose the Information to the Company and the Company shall receive it as confidential
information, and a confidential relationship is hereby established between the Parties. The Information
shall be disclosed in written form and marked “Confidential”.

2. The Company shall maintain the Information secret and confidential and not disclose it to third
parties for any reason without prior written permission from UK. The Company agrees to evaluate the
Information and agrees not to practice any of the Information for any other purpose without first entering
into a written agreement with UK to do so. The Company shall not disclose the Information to any person
or persons other than the employees and agents who have a reasonable need for access to the
Information for the purpose referred to above.

3. The restrictions and obligations upon the Company under this Agreement concerning confidentiality
shall expire three (3) years from the date on which the Information is first received by the Company and
shall not apply to any portion of the Information which:

   a. is known to the Company prior to receipt thereof under this Agreement, as evidenced by
      competent proof;

   b. is disclosed to the Company in good faith by a third party who is in lawful possession of the
      Information and who has the right to make such a disclosure; or

   c. is or shall have become part of the public domain, by publication or otherwise through no fault of
      the Company;

   d. is independently developed by or for the Company by persons who did not have access to the
      information; or

   e. Company is required by law to disclose, provided that Company gives UK reasonable notice of its
      intent to disclose such information.

4. Patent Rights. None of the present or potential patent rights of either party in existing Information
shall be affected by this Agreement.
4.1 For any new and patentable Information which results from this Agreement, all patent rights shall belong to the party whose employee(s) made the inventions, and rights in joint inventions shall be determined in accordance with existing patent laws.

4.2 Neither party may, without consent of the other, file or prosecute any patent application that effectively discloses Information received from the other party.

5. Disclosure to Others. Nothing in this Agreement shall be interpreted as preventing either party from disclosing to third parties Information it independently develops during the term of this Agreement.

6. Termination. This Agreement may be terminated at any time by either party, and unless so terminated will remain in effect for a period of five (5) years from the date hereof. The obligations to maintain Information in confidence created by Article 2 of this Agreement shall survive termination.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day first above written.

University of Kentucky

Signature: ___________________________ Date: ______________

Don Keach, Director, Intellectual Property Development Office, 144 ASTeCC Building, University of Kentucky, Lexington, KY 40506-0286

Company

Signature: ___________________________ Date: ______________

Name: ___________________________ Title: ___________________________

Company: ___________________________

Address: ___________________________