

**Facility Tour  
Confidentiality and Non-Disclosure Agreement**

This FACILITY TOUR CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “Agreement”) is entered into as of this date: \_\_\_\_\_ between Hydranautics, a California corporation (“Hydranautics”) and \_\_\_\_\_ (“Visitor”).

During the facility tour(s), Visitor will observe Hydranautics’ business operations and facilities which may give Visitor access to some of Hydranautics’ Confidential Information as defined below.

Accordingly, as a condition of and in consideration of touring Hydranautics’ facilities, Visitor agrees that:

1. The term “Confidential Information” shall include all Hydranautics’ trade secrets and information that concerns the confidential business or affairs of Hydranautics and Nitto including without limitation, financial information and reports, business plans, design and construction plans, manufacturing processes, customer lists, employee data, forecasts, strategies, and all other proprietary business information.
2. Visitor agrees and acknowledges that in the course of, or incident to, the tour of Hydranautics’ facilities, Hydranautics may provide to, or Visitor will otherwise become exposed to Hydranautics’ Confidential Information.
3. Visitor agrees to hold the Confidential Information in the strictest confidence, and will exercise at least the same care with respect thereto as it exercises with respect to its’ own confidential or proprietary information and will not without Hydranautics’ consent use, divulge, copy, release, sell, loan or otherwise reveal such Confidential Information to others.
4. Visitor agrees he/she will not remove any document, equipment or other materials from the premises without Hydranautics’ written consent. Visitor will not photograph, videotape, or otherwise make any record of or preserve any Confidential Information to which he/she may be given access during the facility tour(s).
5. Visitor will abide by all safety regulations, stay within designated areas of the facility per the established tour, and will not leave the touring party without an escort by a Hydranautics authorized employee.
6. This Agreement is governed by and construed in accordance with the laws of the State of California.
7. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter.
8. Visitor understands that his or her breach of this Agreement may subject him or her and his or her employees to liability.

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

Company Name: \_\_\_\_\_

Visitor Name/Signature \_\_\_\_\_  
(To sign, type your name above)