

VISITOR'S NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is made and effective on [Date]

BETWEEN: Prairie AquaTech LLC dba Houdek (the "Company") a corporation organized and existing under the laws of the State of South Dakota, located at 705 32nd Avenue S, Brookings, SD 57006.

AND: _____ (the "Visitor") an individual with his or her main address located at OR a corporation organized and existing under the laws of ____ [State], located at _____.

1. ACCESS TO CONFIDENTIAL INFORMATION

The Visitor understands that the Visitor may be given access to confidential information belonging to the Company through the Visitor's relationship with the Company or as a result of the Visitor's access to the Company's premises.

2. NATURE OF CONFIDENTIAL INFORMATION

The Visitor understands and acknowledges that the Company's Trade Secrets consist of information and material that are very valuable and not generally known by the Company's competitors. The Company's Trade Secrets include:

- a. Any and all information concerning the Company's past, current, future or proposed products and processes, including but not limited to, unpublished information, unpublished computer code (object and source), specifications, notebook entries, technical notes and graphs, computer print-outs, technical memoranda and correspondence, product development agreements and related agreements, know how, show how, equipment, technical data, schematics, prototypes, designs, techniques, and any other data or information which the Visitor has acquired by way of inspection or observation.
- b. Information and materials relating to the Company's purchasing, accounting, and marketing, including but not limited to marketing plans, unpublished promotional material, costs and pricing information, customer lists, financial and commercial information, pricing methods, business concepts, financial forecasts and projections and any other business data or information which the Visitor has acquired by way of inspection or observation.
- c. Information of the type described above which the Company obtained

from another party and which the Company treats as confidential, whether or not owned or developed by the Company.

3. VISITOR OBLIGATIONS

In consideration of being admitted to the Company's facilities, the Visitor agrees to hold in the strictest confidence any Trade Secrets or confidential information which is disclosed to the Visitor. The Visitor agrees not to remove any document, equipment or other material from the premises without the Company's written permission. The Visitor will not photograph or otherwise record any information which the Visitor may have access to during the visit.

4. BINDING AGREEMENT

This Agreement is binding on the Visitor, Visitor's heirs, executors, administrators, and assigns, and inures to the benefit of the Company, its successors and assigns.

5. REMEDIES

The Visitor understands and agrees that great loss and irreparable damage would be suffered by the Company if the Visitor should breach or violate obligations of this Agreement. Therefore, in the event of such a breach or violation, the Company shall be entitled to all remedies provided at law or in equity.

6. LIABILITY

The Visitor understands and agrees that the facilities contain material that may have unpredictable and unknown biological and/or chemical properties. Further, said facilities may contain machinery and/or devices that should not be handled or operated by unauthorized personnel. As such, the Visitor acknowledges and agrees that he or she enters the facility at his or her own risk, and in no event shall the Company be liable for any unauthorized handling of material or unauthorized handling and/or operation of facility-machinery and/or facility-devices by the Visitor.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Company and the Visitor with respect to its subject matter, and may or may not be incorporated by reference in an extant Confidentiality Agreement or Non-Disclosure Agreement between the Visitor and the Company, where such incorporation shall be accomplished through a separate written instrument or written amendment to said extant Agreements.

IN WITNESS WHEREOF, the Company and the Visitor have executed this Agreement on [DATE]

Company

Visitor

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title