

NON-DISCLOSURE AGREEMENT

WHEREAS:

Jim Ripley, of 977 Monashee Place, Kelowna, British Columbia, V1V 1J8 , wishes to transmit certain information, which he considers valuable, proprietary and confidential to _____ (hereinafter referred to as the "Recipient"), which information relates to, but may not be limited the Turtle Tanks business system and to water and waste water technology as described in written plans, diagrams, charts, or verbally transmitted ideas as information (hereinafter referred to as the "Information") and

WHEREAS:

Jim Ripley will provide the Recipient with information for the sole purpose of evaluating an innovative product developed by Jim Ripley relating to water and waste water technology for the purposes of their becoming a licensee or franchisee of Turtle Tanks.

NOW THEREFORE:

In consideration of the disclosure by Jim Ripley and the covenants contained herein, the parties hereto agree that from the date of receipt of information from Jim Ripley, the Recipient shall neither disclose it to any other person, firm, corporation or entity nor use it for the Recipient's benefit or any other purpose except as provided herein and shall use the same degree of care to avoid publication or dissemination of such information which Jim Ripley does not desire to have published or disseminated.

The Recipient shall have no obligation with respect to any specific information which:

- a) is already publicly known; or
- b) is or becomes publicly known through no wrongful act of the Recipient, or
- c) is approved for release by written authorization of Jim Ripley

The Recipient specifically agrees and confirms that all right, title and interest in the information and any intellectual or industrial property rights or rights of possession in the information or technology, products or services developed, made used or provided (using or based on the information) are the sole property of Jim Ripley. The Recipient further agrees that all suggestions, advice, modifications, adaptations, changes, improvements and the like made or suggested by the Recipient shall be the sole property of Jim Ripley. Without limiting the generality of the foregoing, the Recipient specifically agrees that all copyright, patent, industrial design possessory rights and any other rights in, or any improvement modifications or alterations developed by or on behalf of the Recipient and based in whole or in part and any of the information disclosed by Jim Ripley shall be the sole property of Jim Ripley. The Recipient hereby assigns and agrees to assign all such rights to Jim Ripley and to execute all such papers, documents, or forms as may be required by Jim Ripley to record or document such assignment.

2.

Nothing contained in this Non-Disclosure Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, implied, or otherwise, for any invention, work or authorship, discovery or improvement hereinafter made, conceived or acquired prior to the date of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly caused the Agreement to be executed by its authorized signatory as of the ____ day of _____, 2____.

FOR THE RECIPIENT:

FOR Jim Ripley:

AUTHORIZED SIGNATORY

Jim Ripley

**WITNESS TO RECIPIENT'S
SIGNATURE(S)**