



CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of _____, 201____, by and between Covanta entity], a _____ corporation, ("Covanta") and _____, a _____ corporation ("_____").

WHEREAS, each party has technical, business, financial and/or other information which it is prepared to disclose to the other party, in reliance upon and subject to the terms and conditions of this Agreement, for the purpose of [describe purpose] (the "Purpose").

NOW THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

1. For purposes of this Agreement, "Confidential Information" means any information supplied by a party (the "Disclosing Party") or its agents or representatives to the other party (the "Receiving Party") or its agents or representatives relating to its business or that of its affiliated entities and which has been expressly or implicitly protected from unrestricted use by persons not associated with the Disclosing Party or such affiliated entities and includes, but is not limited to, operating data, design drawings and information, customer lists, business plans, projections, research, financial information or data, marketing materials, and information pertaining to any of the foregoing; provided, however, that "Confidential Information" shall not include information that:

(i) becomes generally known or available to the public other than as a result of a disclosure by the Receiving Party or anyone to whom the Receiving Party transmits the information;

(ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure to The Receiving Party or its agents by the Disclosing Party or its representatives; or

(iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives who is not bound by a confidentiality agreement or other obligation of secrecy with respect to such information.

All information which is identified or marked "confidential," "trade secrets" or "for company use only" or is identified or marked with any similar reference shall be presumed to be Confidential Information; provided that the failure of any information to be so identified or marked shall not create a presumption that such information is not Confidential Information.

2. Each party recognizes that the other party and its affiliates have developed and acquired valuable Confidential Information, as defined above. Each party acknowledges that the other party may suffer irreparable harm if the Receiving Party or its employees, agents or representatives, after having access to any Confidential Information, make any unauthorized disclosures or communication of any Confidential Information.

3. Each Party acknowledges and agrees that, subject to Section 4 below:

(a) It will treat as confidential all Confidential Information of the other party which may be made or become available to it or any of its employees, agents or representatives;

(b) It will maintain in a secure place any Confidential Information of the other party delivered to it and limit access to the Confidential Information to those of its representatives, employees or agents to whom it is necessary to disclose the Confidential Information in furtherance of the Purpose;

(c) It will prevent disclosure of any Confidential Information of the other party by any of its employees, agents or representatives to unauthorized parties and assume liability for any breach of this Confidentiality Agreement, or for any other unauthorized disclosure or use of Confidential Information, by it or any of its employees, agents or representatives; and

(d) Each party and its employees, agents and representatives will not use any Confidential Information of the other party in any way other than in connection with the Purpose.

In addition, without the prior written consent from the other party, a party will not, and will direct such employees, agents and representatives not to, disclose to any person either the fact that discussions or negotiations are taking place concerning the Confidential Information or any of the terms, conditions or other facts with respect to any possible contractual arrangement, including the status thereof.

4. In the event that the Receiving Party or anyone to whom that party transmits Confidential Information pursuant to this Agreement become legally compelled to disclose Confidential Information, the Receiving Party will provide the

Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party may disclose Confidential Information, but only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required.

5. Each party understands that neither the other party nor any of its representatives or advisors have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. The Receiving Party agrees that neither the Disclosing Party nor its representatives or advisors shall have any liability to the Receiving Party or any of the Receiving Party's representatives or advisors resulting from the use of the Confidential Information.

6. Upon the written request of the Disclosing Party at any time, the Receiving Party shall promptly redeliver to the Disclosing Party all written Confidential Information, and any other written material containing or reflecting any information in the Confidential Information (whether prepared by the Receiving Party, its advisors or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings whatsoever prepared by the Receiving Party or its employees, agents or representatives based on the information in the Confidential Information shall be destroyed, and such destruction shall be certified in writing. Notwithstanding any foregoing provision to the contrary, the Receiving Party may, if it so elects, retain one copy of the Confidential Information in its files solely for evidentiary purposes (it being understood that any Confidential Information so retained shall be subject to the terms of this Agreement).

7. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Agreement may not be assigned by either party without the express prior written consent of the other party.

8. Each party agree that the other would not have an adequate remedy at law for any breach or nonperformance of the terms of this Agreement by and that this Agreement, therefore, may be enforced in equity by specific performance or a temporary restraining order and/or injunction. A party's right to such equitable remedies shall be in addition to all other rights and remedies which it may have hereunder or under applicable law.

9. No modification or waiver of any of the provisions hereof, or any representation, promise or addition hereto, or waiver of any breach hereof, will be binding upon either party unless made in writing and signed by the party to be charged

thereby. No waiver of any particular breach will be deemed to apply to any other breach, whether prior or subsequent to a waiver.

10. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws.

11. The term of this Agreement shall be five (5) years from the date hereof with respect to disclosure of the Confidential Information; provided, however, that patent, pending patent, proprietary, license, and other rights of a party to its Confidential Information shall in any event remain its property.

IN WITNESS WHEREOF, the parties have caused this Confidentiality Agreement to be executed in the manner appropriate to each as of the date first above written.

COVANTA

BY _____

BY _____