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**VENDOR/SUPPLIER
NON-DISCLOSURE AGREEMENT**

This Vendor/Supplier Non-disclosure Agreement ("Agreement") is made and entered into as of _____, 20____, by and between _____, a _____, the principal address of which is _____, ("Recipient") and Oceaneering International, Inc., a Delaware corporation, the principal address of which is 11911 FM 529, Houston, Texas 77041, USA ("Oceaneering").

It is the intention of the parties to this Agreement to facilitate discussions regarding possible transactions between the parties by the protection from unauthorized disclosure or use of the Confidential Information (defined below). Therefore, the parties agree as follows:

- For the purposes of this Agreement, "Confidential Information" shall mean any information disclosed by Oceaneering, whether in writing, orally, visually or otherwise, including but not limited to business plans, contractual, engineering, financial, sales, marketing and operational information, product specifications, technical data, trade secrets, know-how, ideas and concepts of Oceaneering or third parties. Confidential Information excludes, however, information which: (i) is or becomes known or available to Recipient without restriction from a source other than Oceaneering with a legal right to disclose the same to Recipient; (ii) is, or without violating the terms of this Agreement becomes, generally available to the public; or (iii) is developed by Recipient independently of the information disclosed hereunder.
- With respect to all Confidential Information disclosed hereunder, Recipient agrees that from and after the date of this Agreement, Recipient shall not:
 - use the Confidential Information except for purposes of its business relationship with Oceaneering (the "Authorized Purpose"); or
 - disclose the Confidential Information to any third party except: (i) for directors, officers, managers, employees, consultants, contractors and professional advisors of Recipient (collectively its "Representatives") who need to know the Confidential Information for the Authorized Purpose and who are subject to an existing obligation to, or enter into an agreement with, Recipient not to disclose Confidential Information; and (ii) as may be authorized in writing in advance by an officer of Oceaneering.
- Recipient shall require its Representatives who receive any Confidential Information to comply with the terms and conditions of this Agreement and Recipient shall be responsible for their compliance herewith. Recipient shall use at least the same degree of care to protect the confidentiality and ensure the proper use of the Confidential Information as Recipient uses with respect to its information of a similar kind or nature, but in no event less than reasonable care.
- Oceaneering grants no rights in or to the Confidential Information. All Confidential Information shall remain the sole property of Oceaneering.
- No contract or agreement providing for any transaction or any commitment to enter into a

Sample

Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated this 26th day of October, 2015

BETWEEN:

Samuel Garvey of 5723 Park Ave, Cincinnati, Ohio
(the "Employer")

OF THE FIRST PART

- AND -

Tina Hunter of 3382 Redford Ave, Cincinnati, Ohio
(the "Employee")

OF THE SECOND PART

BACKGROUND:

A. The Employee is currently or may be employed as an employee with the Employer for the position of: Sales Manager. In addition to this responsibility or position (the "Employment"), this Agreement also covers any position or responsibility now or later held with the Employer.

B. The Employee will receive from the Employer, or develop on the behalf of the Employer, Confidential Information as a result of the Employment (the "Permitted Purpose").

IN CONSIDERATION OF and as a condition of the Employer employing the Employee and the Employer providing the Confidential Information to the Employee in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Employer to the Employee under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Employee.

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Sample

Employment Contract

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT dated this 15th day of October, 2015

BETWEEN:

Terrance Smithheimer of 166 South Bedford St.
(the "Employer")

OF THE FIRST PART

- AND -

Jenkins Butler of 82 North King St.
(the "Employee")

OF THE SECOND PART

BACKGROUND:

A. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.

B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Commencement Date and Term

1. The Employee will commence permanent full-time employment with the Employer on the 15th day of October, 2015 (the "Commencement Date").

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This agreement is made between _____ and the Department of Veterans Affairs (VA) in consideration of my without compensation (WOC) appointment by the Providence VA Medical Center (PVMC) and performing VA-Approved Research (as defined below) utilizing VA resources. This agreement is intended to be executed by WOC appointees exclusively performing clinical services, attending services, or educational activities at the PVMC.

- I hold a WOC appointment at the VAMC for the purpose of performing research projects, evaluated and approved by the VA Research and Development Committee (VA-Approved Research), at that VAMC.

- [illegible]

Date _____ Signature _____

Date _____ ACOS Research Services _____

- 4 -

- (a) if the ruling is received before the latest date (the "VAT PAYMENT DATE") on which the Seller may furnish a VAT return (without incurring any interest or penalty) for the prescribed accounting period (as defined in regulations 2(i) and 99(1) of the Value Added Tax Regulations 1995 (SI 1995/2518)) of the Seller in which Closing falls, on the VAT Payment Date; or
- (b) if later, or in any other case, within ten Business Days of demand by the Seller;

PROVIDED THAT the Purchaser shall not be required to pay any amount to the Seller pursuant to this clause 4.5 on a date earlier than the date which falls five (5) days after the date on which the Purchaser shall actually have received from the Seller the VAT invoice and other documents referred to above together with notification in writing of the date on which such payment falls due to be made in accordance with the provisions of this clause 4.5.

4.6 If the Purchaser agrees with the ruling of H.M. Customs and Excise referred to in clause 4.5, it may, within fourteen (14) days of being notified by the Seller of that ruling, give notice to the Seller that it requires the Seller to obtain a review by the Commissioners of H.M. Customs and Excise of that ruling and the Seller shall, as soon as practicable, request the Commissioners to undertake that review.

4.7 Immediately upon the Seller being advised by the Commissioners of H.M. Customs and Excise of their decision arising out of the review referred to in clause 4.6, the Seller shall notify the Purchaser of that decision and, if the Purchaser disagrees with that decision, the Purchaser may:

- (a) give notice to the Seller that it requires the Seller (subject to clause 10.4) to appeal to the Value Added Tax Tribunal against that decision in such manner as the Purchaser may request; or
- (b) make all such appeals against that ruling as the Purchaser shall consider appropriate with such costs to the Seller as the Seller shall reasonably require from time to time, and in either case, the Seller shall (subject to clause 4.9) comply with any such request as soon as practicable.
- 4.8 If the review referred to in clause 4.6 or the contest referred to in clause 4.7 is successful the Seller will pay to the Purchaser
- (a) all amounts paid by the Purchaser pursuant to this clause 4.8, and
- (b) any interest or other amounts received from HM, Customs and Excise and referable to the amount previously taken to be VAT charged in respect of the transfer of the Business pursuant to this Agreement.

Such payment shall be made forthwith after the Seller becomes aware of the successful result of such review or contest or, when the amount previously taken to be VAT chargeable in respect of the transfer of the Business pursuant to this Agreement has been accounted for to H.M. Customs and Excise, immediately following receipt of repayment of, or credit in respect of, such amount. The Seller agrees that it will promptly make and prosecute all claims and take all other steps necessary to ensure that it obtains repayment of and/or effective credit for such purported VAT and the other amounts referred to above.

4.9 The Seller shall not be required to take any action under clause 4.7.1 or 4.7.2 unless it has been indemnified to its reasonable satisfaction by the Purchaser against all reasonable costs and expenses the Seller may properly incur in taking any such action.

4.10 The Seller shall (unless prior to Completion H.M. Customs and Excise shall have ruled that the said transfer does not fall within Article 5 deliver all records relating to the Business referred to in section 49 VATA to the Buyer at Completion and shall not make any request to H.M. Customs and Excise for those records to be preserved by the Seller.

5.1 Completion shall take place on the Completion Date at the offices of _____
[insert name and address of solicitors].

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