

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:

1. 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.
2. With respect to all Confidential Information disclosed hereunder, Recipient agrees that from and after the date of this Agreement, Recipient shall not:
 - a. use the Confidential Information except for purposes of its business relationship with Oceaneering (the "Authorized Purpose"); or
 - b. 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.
3. 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.
4. Oceaneering grants no rights in or to the Confidential Information. All Confidential Information shall remain the sole property of Oceaneering.
5. No contract or agreement providing for any transaction or any commitment to enter into a transaction shall be deemed to exist by reason of this Agreement.

6. Any provision to the contrary notwithstanding, Recipient's obligations under this Agreement are subject to any disclosure requirement of law, regulation or legal process, but only to the extent of such requirement. Recipient shall promptly notify Oceaneering of any such requirement, cooperate fully with Oceaneering's requests to prevent or minimize the effect of such disclosure, and make all reasonable efforts to have such disclosures placed under a protective order or otherwise obtain confidential treatment of the Confidential Information.
7. **THE CONFIDENTIAL INFORMATION IS DISCLOSED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTEE, OR INDUCEMENT OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF COMPLETENESS, ACCURACY, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR PURPOSE.**
8. Upon Oceaneering's written request, Recipient shall promptly: (i) deliver to Oceaneering and cease to use all Confidential Information in Recipient's (including its Representatives') possession, custody or control; or (ii) destroy the same and delete all electronic records containing the Confidential Information, provided that Oceaneering may require Recipient to certify in writing such destruction and deletion.
9. Recipient agrees that money damages would not be a sufficient remedy for breach of this Agreement and that, in addition to all other remedies, Oceaneering shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.
10. This Agreement sets forth the complete and exclusive statement of the parties' agreement with respect to the subject matter hereof. This Agreement may not be waived or modified except pursuant to a written agreement signed by the parties. Any waiver or forbearance on one occasion shall have no effect on any other occasion.
11. Any provision hereof which is found to be unenforceable or contrary to applicable law shall be deemed stricken from this Agreement and the other terms and conditions hereof shall remain in full force and effect.
12. This Agreement shall bind and benefit the parties and their respective successors and assigns. Recipient's obligations under this Agreement shall survive any termination hereof.
13. This Agreement shall be governed by the laws of Texas (excluding its conflicts-of-laws principles). The parties consent to the jurisdiction of the state and federal courts situated in Houston, Harris County, Texas.

Executed on the dates set forth below but effective as of the date first written above.

Recipient:

Oceaneering International, Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____