## ECO GLOBAL FUELS NON-DISCLOSURE AGREEMENT

## THIS DEED

**Position** 

Describ	es in synopsis	form Prima	ry Power	Systems v	with a	ittached	technologies,	and
energy	infrastructure	towards th	e comme	rcialisation	n of a	a Solar	enviro-synth	etic
renewa	<b>ble</b> liquid Alco	hol fuel plant	and is	the <i>Specifi</i> e	c Pur	<b>pose</b> (1)		

<b>renewable</b> liquid Alcohol fuel plant and is the <i>Specific Purpose</i> (1)
and is made on the ( ) day
of20
BETWEEN Eco Global Fuels USA LLC Registered office: P O Box 116 NYC NY 10150 USA Eco Global Fuels Pty Ltd and Registered office Sydney Australia POBOX 7788 Bondi Beach, NSW Sydney 2026 Australia
Eco Global Fuels will be known as EGF in this document of 8 pages
AND "(the recipient(s)" of the other part.
PRINT YOUR Full Name:
Address:
Email:
Phone

## **WHEREAS:**

(A) E.G.F. and its officers has developed a novel, safe, economical, electrolytic-stoichiometric gas-mixture of Synergy\* Hydrogen *with* Oxygen (2): coupled with *enviro* synthetic hydrogenation methodology, and/with a novel, safe, economic Carbon Dioxide (CO<sub>2</sub>) extraction Process *without* using Oil, Coal, or *any* hydrocarbon molecule as feedstock fuel.

## **Process Power Systems:** (in-house E.G.F. energy culture order)

**I** <u>Geothermal Energy</u> Electric, producing completely environmental (*enviro*) ecological, renewable and reliable electrical energy, eliminating the greenhouse effect, for the initial production of Synergy\* *enviro* Ethanol fuel).

Synergy\* **enviro**- DME Dimethyl ether fuel (4), Synergy\* **enviro**-Aviation Butanol Fuel (5) **any** Synergy\* synthetic liquid Alcohol transport fuels with Synergy Electricity (6) eliminating the Greenhouse effect.

Synergy\*: to design, manipulate capture and store, the Sun's energy as fuel, synergy electricity and **all** synthetic molecular Alcohol transport fuels,

but in particular (3), (4), (5), thus (6) *absorbs* the sun's energy and in synergy with an Alcohol liquid matrix and released via combustion technology, resulting in the utilisation of the sun's energy/fuel at **night**.

II <u>Sun-Solar</u> Electric, producing completely environmental (*enviro*) ecological, renewable and reliable electrical energy, eliminating the greenhouse effect, for the initial production of Synergy\* *enviro* Ethanol fuel (3).

Synergy\* **enviro-** DME Dimethyl ether fuel (4), Synergy\* **enviro**-Aviation Butanol Fuel (5) **any** Synergy\* synthetic liquid Alcohol transport fuels with Synergy Electricity (6) eliminating the Greenhouse effect.

#### And

III Wind, Hdyro, Tidal, all Synergy Electricity (6), to produce Synergy – *enviro* (3), (4), (5) eliminating Greenhouse effect.

### And

IV Nuclear-Fission or Nuclear-Fusion power producing electrical energy without the carbon dioxide emissions, eliminating the Greenhouse effect for the production of (3), (4), (5) and "surplus" oxygen, and Electricity.

## **Technologies:**

Water, environmental, ecological, cost efficient, scalable and reliable, *electrochemical efficient*, Unique by innovation and design electrolysis systems for the production of (2), and separated Synergy hydrogen (7) to facilitate *enviro*-synthetic Alcohols to manufacture Synergy (3), (4), (5), (6) eliminating the Greenhouse effect.

#### Ana

VI Atmospheric Carbon Dioxide (CO<sub>2</sub>) extraction facilities, environmental (*enviro*), ecological, scalable, *simple* and reliable to extract vast quantities of CO<sub>2</sub> directly from the atmosphere to manipulate and design via *enviro* synthetic "Catalytic molecular forming" which facilitates in the non-polluting hydrogenation to facilitate the production of synergy (3), (4), (5) transport fuels, thus *absorbing* atmospheric *CO*<sub>2</sub>, which eliminates the Greenhouse effect, as a complete **Carbon sink**.

#### And

Will Water, environmental (*enviro*) ecological, cost efficient electrochemically efficient scaleable, and unique designed electrolysis systems for the production of Synergy hydrogen (7) and Synergy Oxygen (8), as a ecological by-product which gives a photosynthetic and metabolic balance between natures photosynthesis and the "Calvin Cycle" thus creating a "Oxygen Cycle" facilitating the combustion process of synergy (3), (4), (5) fuels in **all** vehicles, thus creating a **CO2 neutral** emissions regime (making the licensee eligible for substantial income derived from Carboncredits), eliminating the Greenhouse effect.

## **Initial Energy Infrastructure:**

VIII E.G.F *enviro* synthetic Ethanol (3) (C<sub>2</sub>H<sub>5</sub>OH) production facilities (Pilot and Main) plant – is environmental, ecological, cost efficient, electrical-chemically efficient, scalable, and electrolytically reliable, to produce Synergy (3), for the transport industry and Synergy (6) eliminating then Greenhouse effect and thus duplicating as a synthetic photosynthesis *enviro* fuel plant to produce (3), (4), (5) thus duplicating natures way of capturing, absorbing, and releasing (8) as everything is connected to everything in a connected world – natures way.

## (B) <u>Discussion Overview Towards Due Diligence</u>

E.G.F energy research and development extends over three years as the research is unique, because of novel, improved, and current existing technologies all integrated to produce environmental, ecological, economic and *safe* energy solutions – *they are a global first*.

(C) All E.G.F. Process principles with bench-top laboratory and computer modelling, is still rapidly evolving in improving not only economic energy models but those that are fully sustainable in an excessive manmade Greenhouse *enviro*nment.

#### And

(D) The market for E.G.F and the incoming Principals and the exposed information via this letter of understanding is highly competitive in Australia and throughout the world, not so much in a technical sense because of "know how", but E.G.F has powerful current energy and commercial competitors in transport fuels globally.

## And

(E) E.G.F is willing to disclose the information to the recipient(s) via demonstration of (2), for the purposes of verification and feasibility *only* of (2), (3), (4), (5), (6).

#### And

- **(F)** The Recipient wishes to receive further information;
  - (a) E.G.F 's demonstration of (2) via the demonstrated flame of (2) expresses the methodology of producing synergy synthetic *enviro*-fuels of (3), (4), (5), (6), (7) & (8) and introduces to the world from Australia a new era in energy economics as the synergy hydrogen economy (10).

#### And

(G) A Project Leader from the incoming Principal(s) to coordinate and communicate with Mr. R. G. Green and Mr S. R. Spiros as head of all ongoing research and development.

## **Numbered Glossary:**

(1)	means	Specific, Purpose.
(2)	u	synergy-stoichiometric Hydrogen with Oxygen
(3)	u	synergy <i>enviro</i> Ethanol Fuel
(4)	u	enviro DME Dimethyl ether
(5)	u	synergy aviation fuel Butanol
(6)	u	synergy electricity
(7)	u	separated Synergy Hydrogen
(8)	u	separated Synergy Oxygen
(9)	u	synergy plant
(10)	u	synergy hydrogen economy.

#### **NOW THIS DEED WITNESSED**

- (1) This Deed will become effective upon the Recipient's signing, dating and returning one copy of this agreement to E.G.F
- (2) E.G.F will disclose to the Recipient so much of the Information as E.G.F, in its sole judgement, believes is necessary for the Specific Purpose (1).
- (3) The Recipient recognises the confidential nature of any disclosure of the Information pursuant to this agreement.

## (4) The Recipient will:

- (a) keep all Information received from E.G.F in its possession and treat all Information as confidential, regardless of when disclosed;
- (b) not use any of the Information any way other than for (1);
- (c) refrain from making or having made any recording or duplications of Information disclosed hereunder;
- (d) limit access to the Information to its full time employees and only to those employees reasonably requiring it for the Specific Purpose (1);
- (e) require all employees given access to the Information to sign a written binder of secrecy and none use comparable in scope and duration to that set forth, and
- (f) not use or employ any of the Information in any way which would be harmful to or against the best interests of E.G.F and or any potential Principals upon signing this deed.
- (5) The Recipient's obligations under paragraph (4) will not extend to any of the Information that is publicly available at the date of its disclosure to the Recipient, or which is, at that date, already properly in the possession of the Recipient in written form from sources other than E.G.F.; or which, after that date, may become publicly available from sources other than the Recipient; or which, after that date, may properly become available to the Recipient on a non-confidential basis from a third party having no obligation of confidentiality to E.G.F., with respect thereto. The Recipient will not be relieved of its obligations under paragraph (4) as to the Information which is specific merely because that Information is embraced by general disclosures falling within the provisions of this paragraph (5). The Recipient will not be relieved of its obligations under paragraph (4) as to the Information which is a combination of features merely because any or all of the individual features are included in disclosures falling within the provisions of this paragraph (5), but only if the combination of features and the principle of operation of it are included in such a disclosure. The burden of showing that any of the Information is not subject to the obligations of paragraph (6) will rest with the Recipient.
- (6) The Recipient acknowledges and recognises that E.G.F is in a preferred position with regard to patent applications and that much of the Information will remain confidential even after the publication of the specifications accompanying any patent applications since part of the Information is know-how relating to commercial exploitation. The Recipient agrees not to use any of the Information to oppose any patent application which may be made by E.G.F.
- (7) If the Recipient, at any time, elects to rely on any of the reasons set forth in the paragraph, (5) to avoid obligations of paragraph (4) with respect to any Information, then, before making any disclosures of the Information for whatever purpose of making any use of the Information other than for the

Specific Purpose, the Recipient will notify E.G.F in writing of its intent so to disclose or use, and will supply E.G.F with

- (a) an identification of the Information and the provision of paragraph (5) relied upon,
- (b) the basis for the Recipient's reliance upon these provisions with respect to the Information, and
- (c) the nature of the intended disclosure or use.

In the event that E.G.F fails to advise the Recipient in writing within thirty (3) days from actual receipt of that notice that in E.G.F opinion the so-identified provision(s) of paragraph (5) do not apply to the identified Information, than E.G.F and will be deemed to have waived any objection to the identified disclosure or use of the identified Information.

- (8) The Recipient will transmit to E.G.F upon written request of E.G.F all information in recorded form that is in the Recipient's possession that relates to verification and feasibility of the Special Purpose (1).
- (9) The Recipient's obligations of confidentiality and none use pursuant to paragraphs (3), (4), (5), (6), (7), and (8) hereof will survive ay termination of the Recipient's rights to use the Information for the (1) and will continue for a period of five years from the date of disclosure of Information.
- (10) The Recipient will obtain no right of any kind to the Information other than the right to use the Information for the (1), and all Information remains the property of E.G.F
- (11) All right, title and interest to any trade secrets and inventions developed by the Recipient based on the Information provided will become the property of E.G.F
- (12) This written agreement embodies all of the understandings and obligations between the parties with respect to the subject matter hereof.

### **Summary**

Whereas, Eco Global Fuels (EGF) agrees to furnish ("Party")
( Please insert your name)

certain confidential information relating to projects, ideas, inventions or products for the purposes of determining an interest in developing, manufacturing, or investing

WHEREAS, Party agress to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that EGF has or shall furnish Party certain confidential information and may further allow the right to discuss or interview representatives of EGF on the following conditions:

- 1. Party aggress to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purposes, or disclosed to a third party.
- No copies will be made or retained of any written information or prototypes supplied without the permission of EGF
- At the conclusion of any discussions, or upon demand by EGF, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to EGF
- 4 Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by EGF

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN

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Lawyers representing E.G.F Grogan and Webb, Zenith Centre, 821 Pacific Highway Chatswood NSW 2067Australia. Principal Mr Lewis Webb (9411 3511)