

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

BETWEEN:

BHR BioFuels Limited being a company registered in England and Wales (Reg. 05826815) having its offices at 60/62 Old London Road, Kingston upon Thames, England KT2 6QZ (“**BHR**”)

and

.... being a company incorporated in having its offices at acting in whole or in part through (“....”).

For the purposes of this Agreement; BHR and may hereinafter be referred to in the singular as “**party**” or in the plural as “**parties**”.

WHEREAS:

The parties shall be exchanging various business, commercial, scientific and technical information of a confidential and / or proprietary nature in order to discuss, evaluate and (potentially) engage in mutually beneficial projects relating to the commercial production of bio-diesel fuels and process equipment including but not limited to the application of BHR’s secret reactor technologies and processing methods (“**the purpose of the Agreement**”).

NOW THEREFORE IT IS HEREBY AGREED THAT:

1. For the purpose of this Agreement, which shall irrespective of later signature hereof be and be deemed to be effective from 1st June 2007 from which date onward discussions and correspondences were entered into between the parties, the following definition shall apply:-

‘Confidential Information’ shall mean any and all information exchanged between the parties for the purpose of the Agreement **except for** information which it can be shown by the receiving party, was:-

- (i) already or hereafter becomes public knowledge otherwise than through the breach of this Agreement by the recipient, or
 - (ii) lawfully obtained by the recipient from a third party, or
 - (iii) already known to the recipient at the date of receipt of the information pursuant to this Agreement, or
 - (iv) independently developed by employees of the recipient to whom no disclosure of Confidential Information has been made.
2. Confidential Information shall be treated in the strictest confidence by the receiving party and shall not, without the prior written consent of the disclosing party, be:-
 - (a) copied or reduced to writing or machine readable form or used by the receiving party

for any purpose other than the purpose of the Agreement;

- (b) disclosed by the receiving party to any third party; or
 - (c) disclosed more widely in the receiving party's organisation than is reasonably necessary.
3. Confidential Information shall be safeguarded by the receiving party with the same standard of care that it applies to the safeguarding of its own confidential information. Furthermore, on the termination of this Agreement for whatever reason, the receiving party shall upon the written request of the disclosing party return all Confidential Information to the disclosing party, or alternatively shall dispose of such Confidential Information in accordance with the disclosing party's instructions.
4. Nothing herein shall be deemed to replace, or be in prejudice of, any security classification or privacy marking referenced on any part of the Confidential Information, and the receiving party undertakes to respect and observe all regulations and restrictions relating to any such security classification or privacy marking called up in the Confidential Information.
5. Nothing in this Agreement shall:-
- (a) (i) in any way affect the rights of the disclosing party in respect of Confidential Information under the laws of any country relating to patents, copyright, registered designs or other trade or industrial and intellectual property rights or any law protecting information that has been disclosed in confidence; or
 - (ii) be construed as granting or conferring upon the receiving party either expressly or by implication any right, or licence under any patent or other intellectual property right.
- (b) Confidential Information shall at all times remain the property of the disclosing party.
6. Nothing herein shall be deemed to constitute a partnership or to appoint one party as the agent of the other for any purpose.
7. The parties shall be bound by the obligations and undertakings contained in this Agreement for a period of **10 (ten)** years from the latest date of signature hereof.
8. The construction, validity and performance of this Agreement shall be governed in all respects by the laws of England.
9. For the avoidance of doubt the receiving party hereby expressly agrees and acknowledges that the disclosing party makes no representation or warranty, whether express or implied, as to the accuracy, completeness or quality of the Confidential Information and that any decision made pursuant to the provision of Confidential Information will be entirely at receiving party's own risk and that the disclosing party shall be under no liability or obligation to receiving party with respect to the Confidential Information.

10. This Agreement may be executed by each party signing a series of sequential facsimile transmissions hereof. By signature of this Agreement, or a facsimile transmission hereof, the signing party agrees that the foregoing terms and conditions are acceptable and agrees to be bound by them.

Signed for and on behalf of:-

....

Signature:

Name:

Title:

Date:

Signed for and on behalf of:-

BHR BioFuels Limited

Signature:

Name:

Title: Director

Date: