

## **NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT**

This Non-Disclosure & Non-Circumvention Agreement (the “Agreement”) is made as of DATE, by and between YOSEMITE CLEAN LLC (“YOSEMITE”), and INVESTOR (“Investor”) the parties, YOSEMITE is a company registered in the State of California, and Investor is an (ENTITY, or PERSON), residing in the United States, or Canada .

1. **Purpose.** YOSEMITE and INVESTOR are considering a prospective business transaction for INVESTOR to provide an investment into YOSEMITE, by which to develop various biomass energy projects in North America (a “Transaction”), which requires that each of them have access to Confidential Information (as defined below) of the other. This Agreement is intended to allow the Parties to discuss and evaluate the proposed Transaction while protecting each Party’s Confidential Information against unauthorized use or disclosure by the other. For purposes of this Agreement, references to “YOSEMITE” AND “INVESTOR” represent the parties as abbreviated.
2. **Definition of Confidential Information.** “Confidential Information” means any written, verbal, graphic or machinereadable information disclosed by one Party (the “Disclosing Party”) to the other (the “Recipient”), including but not limited to, business plans, marketing plans, financial plans, research proposals and plans, financial statements and reports, customer lists and prospects, agreements, correspondence, software and integrated modeling tools including all source codes and or software engineering plans, hardware and communication configurations and plans, algorithms, database models, research, tools and products, product development plans, inventions, designs, processes, specified technologies and of identified patents and patent applications, employee information, corporate information, and any other business information of the Disclosing Party which Confidential Information is generally maintained as confidential information by the Disclosing Party and not generally available to the public.
3. **Protection of Confidential Information.**
  - (a) **Protection.** INVESTOR agrees, in their capacity as a Recipient, not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose other than to evaluate the potential for, and then to complete, a Transaction. As a Recipient, INVESTOR agrees that it shall not disclose or permit disclosure of any Confidential Information to any third Parties (including its own employees), other than its directors, officers, employees, advisors and agents who need to have knowledge of the Confidential Information in order for the Recipient to evaluate or complete a Transaction. As a Recipient, INVESTOR agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or into the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that such Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care.
  - (b) **Exceptions.** Notwithstanding the terms of paragraph (a) above, neither Recipient Party shall have any obligation to protect any Disclosing Party’s Confidential Information which it can prove:

**Mutual NDA**

- (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient;
  - (ii) was known to Recipient, without restriction, at the time of disclosure;
  - (iii) is disclosed with the prior written approval of the Disclosing Party; or
  - (iv) is required to be disclosed by law, including by order of a court, administrative agency, or other governmental body.
4. **Non-circumvent.** INVESTOR shall not contact or initiate contact at any time for any purpose, either directly or indirectly, anyone related to a Project or Transaction, collectively (the "Opportunities") that the Disclosing Party may present to the other, or any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates related to the Opportunities, or any other persons, business or companies whose identity was revealed through the efforts of the Disclosing Party, unless Yosemite provides express prior written consent. INVESTOR agrees not to undertake any Transaction of any kind related to the Project Technologies disclosed by the Disclosing Party, and shall not to collect any fees or economic enrichment, in connection with the specific "Project Technologies" being used to develop various projects as will be defined in the Consulting Agreement to be executed between the parties.
5. **Return of Confidential and Proprietary Information:** Upon demand by the Disclosing Party, the Recipient will forthwith return and cause any of its Representatives to whom disclosure of or access to any of the Confidential and Proprietary Information was given to return to the Disclosing Party all copies, whether written, in the form of computer data or otherwise, of the Confidential and Proprietary Information and destroy all other documents and materials prepared by or for the Recipient or any of its Representatives that include or refer to any of the Confidential and Proprietary Information and the Recipient will delete and cause any of its Representatives to whom disclosure of or access to any of the Confidential and Proprietary Information was given to delete all of the Confidential and Proprietary Information from their computer systems, retrieval systems and databases, upon which the Recipient will deliver and cause to be delivered to the Disclosing Party written confirmation from a senior officer of the Recipient that the obligations under this paragraph have been complied with.
6. **No Rights Granted; Disclaimer of Liability.** Nothing in this Agreement shall be construed as granting any rights to any Recipient Party under any patent, copyright or other intellectual property right of a Disclosing Party, nor shall this Agreement grant any Recipient Party any rights in or to a Disclosing Party's Confidential Information other than the limited right to review such Confidential Information solely for the purposes expressly contemplated by this Agreement. The delivery of Confidential Information to a Recipient by a Disclosing Party under this Agreement is solely for such Recipient's convenience in evaluating or completing a potential Transaction, and each Disclosing Party expressly disclaims any liability for the accuracy or completeness of any such Confidential Information, and each Recipient acknowledges and accepts such disclaimer. Any legal responsibility of a Disclosing Party relating to the accuracy or completeness of any Confidential Information provided to a Recipient shall be based exclusively on the specific representations and warranties provided by such Disclosing Party in any definitive agreements entered into in connection with the completion of a Transaction.

7. **Term**. The Term of this Agreement shall continue for so long as the Parties remain actively in discussions of a potential Transaction or Opportunity, unless earlier terminated by written notice from one Party to the other. The commitments of each Recipient Party to protect Confidential Information of the Disclosing Party shall survive any termination of discussions surrounding a potential Transaction, and shall continue for a period terminating three years from the date on which Confidential Information is last disclosed by either Disclosing Party under this Agreement.
8. **Equitable Relief**: Each Recipient acknowledges and agrees that the covenants and obligations imposed by this Agreement are reasonable, necessary and fundamental to the protection of each Disclosing Party's business interests, and each Recipient acknowledges and agrees that any breach of this Agreement by a Recipient would result in irreparable harm to a Disclosing Party and loss and damage to that Disclosing Party for which the Disclosing Party could not be adequately compensated by an award of monetary damages. Accordingly, each Recipient acknowledges and agrees that in the event of any breach or threatened breach of any provision of this Agreement by a Recipient, the Disclosing Party shall, in addition to any and all remedies available to a Disclosing Party at law or in equity, be entitled as a matter of right to judicial relief by way of a restraining order, interim, interlocutory or permanent injunction or an order for specific performance as may be necessary to ensure that a Recipient complies with and performs his obligations under this Agreement.
9. **Remedies Cumulative**: The remedies provided in section 8 herein are cumulative and shall not exclude any other remedies to which a Disclosing Party may be entitled under this Agreement or applicable law, and the exercise of a remedy shall not be deemed an election excluding any other remedy.
10. **Binding on Successors**: This Agreement shall enure to the benefit of and be binding and enforceable upon the parties hereto and their respective heirs, executors, estate trustees, successors and assigns.
11. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties hereto pertaining to the Negotiations. This Agreement supersedes and replaces all prior oral and written agreements, understandings, commitments and practices between the Disclosing Party and the Recipient pertaining to the Negotiations which are hereby terminated and cancelled.
12. **Amendment**: No amendment or waiver of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby.
13. **Waiver**: The waiver by any Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party. No delay or omission by any Party in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such Party from time to time and as often as may be deemed expedient or necessary by such Party in its or his or her sole discretion.
14. **General**. If one or more provisions of this Agreement are deemed to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its remaining terms. Nothing contained in this Agreement shall be construed to constitute YOSEMITE and INVESTOR as partners, joint venturers, co-owners or otherwise as

participants in a joint or common undertaking. This Agreement shall be governed, construed and interpreted in accordance with the laws of the province of California.

15. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles or by email attachment, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
  
16. **Authority.** Each of the Parties hereby represents that it has full right, power and authority to execute this Agreement and to perform the actions contemplated herein. Upon execution of this Agreement, each of the Parties binds its respective officers, directors, shareholders, agents, employees, consultants, representatives, attorneys, heirs, successors, subsidiaries and affiliates. The persons signing below represent that he/she specifically has authority to bind the respective Parties for which he/she is signing.

The Parties have executed this Non-Disclosure & Non-Circumvention Agreement as of the date first above written.

**Per:** \_\_\_\_\_

YOSEMITE CLEAN LLC

**Thomas Hobby**

Title: CEO

Address: 5008 Hwy 140 Suite F

Mariposa, CA

Tel: 209-308-9677

Per: \_\_\_\_\_

MARCY INVESTOR

Address:

Tel:

