



Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into by and between USP&E HOLDINGS, PTY LTD ("Discloser") on the one side and the individual or corporate entity identified by its signature below, on the other side ("Recipient"). "Discloser" in this Agreement means USP&E HOLDINGS (PTY) Limited and "Recipient" means the Party to this Agreement that receives Confidential information from Discloser and whose particulars appear below.

In connection with the development of Power Generation Applications, Equipment, and Facilities or any other business and evaluating the possibility of completing one or more negotiated business transactions between the parties to this Agreement and/or one or more of their affiliates or associates (the "Purposes"), Discloser may disclose Confidential Information (as defined below) to Recipient, which shall have been disclosed in reliance upon the obligations of Recipient hereunder.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means any information, in whatever form or medium, of Discloser or its affiliates or associates furnished or otherwise made available to Recipient before or after the date hereof in connection with the Purposes (including, without limitation, all trade secrets, know-how, inventions, processes, formulas, recipes, technical data or specifications, drawings, business or financial information, product or marketing plans, consumer data, or customer or supplier information), together with all analyses, compilations, reports, memoranda, notes and other written or electronic materials which contain, reflect or are based, in whole or in part, upon such information. Confidential Information shall be deemed to include this Agreement and the fact that the Recipient is meeting with or receiving information from the Discloser. For Purposes of this Agreement, with respect to a Party, "affiliate" and "associate" mean any entity that directly or indirectly controls, is controlled by, or is under common control with such Party.
2. **Exclusions.** Confidential Information does not include information that: (a) was in Recipient's possession prior to the time of disclosure by Discloser as evidenced by Recipient's written records, (b) is available or becomes generally available to the public other than through a breach of this Agreement by Recipient, (c) is acquired or received from a third party free to make such disclosure without breach of any legal or contractual obligation, or (d) is independently developed by Recipient without breach of this Agreement as evidenced by Recipient's written records.
3. **Use and Disclosure.** During and after the term of this Agreement, Recipient agrees that it will: (a) hold in strict confidence and not disclose Confidential Information to any third party except as expressly authorized by Discloser in writing, (b) use Confidential Information only to the extent reasonably necessary in connection with the Purposes and not otherwise for its own gain or benefit, and (c) restrict access to Confidential Information to those employees, officers, directors, representatives, agents, or professional advisors of Recipient who (i) have a "need to know" in connection with the Purposes and (ii) have entered into confidentiality agreements with Recipient on terms that afford no less protection to the Confidential Information than those set forth herein. If the Recipient is required to disclose Confidential Information pursuant to any applicable law, regulation, court order or document discovery request, then the Recipient must give the Discloser prompt written notice of such requirement. If Discloser waives compliance with the terms of this Agreement with respect to such disclosure or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure, then Recipient may disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. Recipient shall not be in breach of this Agreement by using or disclosing Confidential Information if Recipient is compelled to disclose such information pursuant to proper governmental or judicial process or under applicable law or regulation.
4. **Term.** This Agreement will be effective as of the date of the last Party signing this deed and continue for a term of Three (3) years, unless earlier terminated by mutual written consent of the Parties. Notwithstanding any expiration or termination of this Agreement, all use and nondisclosure obligations of Recipient under this Agreement shall survive the expiration or termination of this Agreement indefinitely.
5. **Commissions.** Should both parties agree in writing, the Agent shall be entitled to ___% commissions on the gross value of the transaction, for a full price offer. The Agent agrees to introduce the end buyer to USP&E and be paid this commission separately, on a pro-rata basis only and as fully-earned funds are received into USP&E accounts. Should the end buyer require a discount, the Agent commission may be lowered, by mutual agreement, to not less than 1%.
6. **Warranty.** Discloser represents and warrants that it has the right to make the disclosures contemplated by this Agreement without violating any applicable law or regulation or any legally enforceable agreement to which it is a party. Neither Discloser nor its affiliates or associates make any representation or warranty (express or implied) as to the accuracy or completeness of Confidential Information. No other warranties are made by either party under this agreement, and any information exchanged under this agreement is provided "as is".

7. **Rights.** Confidential Information is and will remain the sole and exclusive property of Discloser. This Agreement does not grant any intellectual property rights, including, without limitation, rights to patents, trademarks, copyrights or trade secrets or any implied license, to the Recipient.
 8. **No Agency.** This Agreement does not create any agency or partnership relationship between the Parties and shall not constitute or imply any promise to enter into any business arrangement by either Party or its respective affiliates. Each Party agrees that no contract or agreement providing for a transaction between the Parties exists until a definitive agreement has been executed by duly authorised representatives of each Party.
 9. **Return of Information.** Upon request of Discloser at any time during the term of this Agreement or the two-year period thereafter, all Confidential Information in any tangible form, and any copies thereof made by Recipient, will be destroyed or, at Discloser's written request, promptly returned to Discloser.
 10. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; *provided, however*, that neither Party may assign its rights or obligations hereunder to any person or entity without the prior written consent of the other Party.
 11. **Equitable Relief.** Recipient acknowledges and agrees that any unauthorised disclosure or other violation, or threatened violation of this Agreement, by Recipient may cause irreparable damage to Discloser. Accordingly, Recipient hereby: (i) consents to the entry of an immediate ex-parte injunction, temporary restraining order, and/or permanent injunction or interdict to enforce the provisions of this Agreement, in addition to any other remedies available at law or in equity; and (ii) waives in any legal proceeding the defense that Discloser has adequate remedies available at law. This remedy is separate and apart from any other remedy Discloser may have.
 12. **Compliance.** The Parties agree that no information shall be disclosed unless in full compliance with applicable laws and regulations applicable to Discloser, including, without limitation, all export control laws and regulations. Recipient hereby agrees that, unless prior written authorisation is obtained from Discloser and all relevant regulatory authorities, it will not knowingly export or re-export Confidential Information that is subject to the applicable export control laws and regulations.
 13. **Non-Circumvention.** During the term of this Agreement, Recipient agrees not to pursue or engage in any transaction involving the Equipment or contact directly or indirectly any trade competitor of Discloser or any other party which may have an interest in the Equipment or pursue any introduction of any party of interest without the Discloser's prior written consent. Recipient agrees that all communications regarding the Purposes, requests for additional information, and discussions or questions regarding procedures will be submitted or directed to Discloser and not directly with any other party. Recipient covenants not to use the Confidential Information to the detriment of Discloser and to use it only in connection with its evaluation of the Purposes. Discloser shall be present in the engagement of any transaction involving any other party which may arise pursuant to this Agreement or as a result of the negotiations and exchanges which are herein anticipated.
- Recipient therefore legally, and irrevocably binds itself and guarantees to Discloser that Recipient shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate Discloser's interest or the interest or relationship between the Parties with procedures, sellers, suppliers, buyers, brokers, dealers, distributors, refiners, shippers, financial institutions, financiers or potential financiers, technology owners or manufacturers, to change, increase or avoid, directly or indirectly, payments of established or to be established fees, commissions, or continuance of pre-established relationships or intervene in uncontracted relationships with manufacturers or technology owners with intermediaries entrepreneurs, legal counsel or initiate service/repair relationship or design/engineering relationship or transactional relationship that by-passes Discloser its affiliates or associates in connection with or arising from the Purposes.
14. **Miscellaneous.** If a court of competent jurisdiction declares any provision in this Agreement void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the Parties regarding the disclosure of Confidential Information and replaces any prior oral or written communications between the Parties relating to the subject matter hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged, or terminated other than in writing signed by the Party against whom enforcement is sought. This Agreement may be signed in multiple copies, all of which together shall constitute one and the same instrument.

USP&E Holdings PTY, LTD.

Printed Name:

Title:

Signature:

Date:

Company Name:

Printed Name:

Title:

Signature:

Date: