

TecEco Pty. Ltd.

Confidentiality Agreement

PROVIDER AND RECIPIENT OF CONFIDENTIAL INFORMATION	TECECO PTY LTD (ACN 090 097 591) of 497 Main Road, Glenorchy, Tasmania 7010 ("TecEco")
PROVIDER AND RECIPIENT OF CONFIDENTIAL INFORMATION	????? ("????")???? of ?????????????????????????????
CONFIDENTIAL INFORMATION COVERED BY THIS AGREEMENT	<p>Any and all information, documents, plans, intellectual property, drawings, designs formulations and any other material in any form whatsoever which relates directly or indirectly to the activities, operations or research, ideas, inventions, innovations or projects being conducted by a Party or Associate of that Party and includes:</p> <ul style="list-style-type: none"> • in the case of TecEco, information relating to binder systems, kilns, energy transfer methods and any other subject matter specifically listed in the Schedule as TecEco Confidential Information; • in the case of ?????, ????? and any other subject matter specifically listed in the Schedule as ????? Confidential information. <p>The information of a Party also includes information or material that has already been disclosed prior to the execution of this Agreement, and information disclosed by that Party's Associates.</p>
PURPOSE OF EXCHANGE OF CONFIDENTIAL INFORMATION	<p>The Purpose of the disclosure is so that either Party can evaluate the confidential information of the other Party in order to determine whether to enter into a business or research relationship with that Party (the "Purpose").</p> <p>For the avoidance of doubt, this Purpose does not permit, and specifically excludes, exploitation or commercial use of the Confidential Information of either Party or grant any intellectual property rights to the information disclosed. In that context, each Recipient understands and agrees that it will not for itself, or in conjunction with others, directly or indirectly, test, modify, manipulate, research, reverse engineer or replicate the Confidential Information, or otherwise work with or manipulate the Confidential Information in an effort to understand the providers proprietary technology or know how or learn information not explicitly stated in the Confidential Information..</p>
DATE OF AGREEMENT	The date that the last Party signs this Agreement. (see signing page)

TERM OF AGREEMENT	Twenty (20) years
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The Parties agree to be bound by the terms and conditions of this Confidentiality Agreement.

<p>Signed for ?????:</p> <p>.....</p> <p>Print Name:</p> <p>Witness:</p> <p>Print Name:</p>	<p>Signed for TecEco Pty. Ltd.:</p> <p>.....</p> <p>Print Name:</p> <p>Witness:</p> <p>Print Name:</p>
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TO BE SIGNED BY OTHERS TO WHOM THE CONFIDENTIAL INFORMATION IS DISCLOSED BY EITHER PARY

I/we agree by my/our signature(s) below to be bound by the terms of this agreement.

NAME	DESIGNATION	OTHER DETAIL	ADDRESS	SIGNATURE

1 Interpretation

In this Agreement the following definitions apply:

1.1 **Associate** means:

- 1.1.1 Any person including but not limited to a director, employee or family member who as a result of close contact or association with a Party becomes a recipient.
- 1.1.2 If a Party is a company, a related body corporate as defined in the Corporations Act 2001 opr any subsequent replacement act.
- 1.1.3 A company in which a member or combination of members of either Party either directly or indirectly own a majority of shares and a related body corporate to that company, or
- 1.1.4 A partnership in which a member or combination of members of either Party directly or indirectly hold a majority interest, or

1.1.5 A trust in which in which a member or combination of members of either Party either directly or indirectly have a majority interest

1.2 **Confidential Information** means:

1.2.1 All information disclosed (whether orally, in writing or in any other form) by one Party (the "Provider") to the other Party (the "Recipient") in relation to the Purpose; and

1.2.1.1 All copies, notes and records; and

1.2.1.2 All related information;

generated by the Recipient based on or arising out of any such disclosure.

1.2.2 For the purpose of this clause the confidential information of a Party shall include without limitation the information referred to on the front page of this agreement and in the Schedule as belonging to that Party.

1.3 **Proposed Transaction** means any proposed or anticipated relationship between the parties of the nature referred to in the description of the Purpose appearing on the front page of this agreement.

1.4 **Provider** means the provider of confidential information pursuant to this agreement.

1.5. **Purpose** means the purpose for which the parties have agreed to exchange Confidential Information appearing on the front page of this agreement.

1.6 **Recipient** means the receiver of confidential information pursuant to this agreement.

1.7 **Recipient Records** means all notes, memoranda and records (in whatever form) made by the recipient of any Confidential Information, containing, referring to or based on that Confidential Information.

1.8 **Party or Parties** means the providers and/or recipients of confidential information who have signed this agreement

2 Confidentiality Undertakings

2.1 Each Party is to receive Confidential Information of the other Party in confidence and in good faith and will be responsible for maintaining its confidentiality and will not directly or indirectly disclose or distribute the Confidential Information or permit the Confidential Information to be disclosed or distributed to any person other than in accordance with this agreement.

2.2 A Party may not disclose any Confidential Information of the other Party to any person other than those of its employees, or employees of an Associate, who need to have access to the Confidential Information for the Purpose and who are aware of the requirements of this agreement and are bound by a legally enforceable obligation of confidentiality to the Party or the relevant

Associate or to the parties of this agreement by their endorsement to it witnessed by their signature above.

- 2.3 A Party may not use any Confidential Information of the other Party or any knowledge of the Confidential Information of the other Party which it may acquire as a result of receiving the Confidential Information in any way which is detrimental to the interests of the other Party or for any purpose other than for the Purpose.
- 2.4 A Party must ensure that all persons to whom any Confidential Information of the other Party is disclosed under this agreement do not do or omit to do any act which, if done or omitted by the Party, would result in the Party breaching any provision of this agreement.
- 2.5 A Party may not with respect to the other Party's Confidential Information:
 - 2.5.1 File, register or record any of the Confidential Information with any regulatory or other authority or in any public office;
 - 2.5.2 Assert rights of any nature in respect of any of the Confidential Information; or
 - 2.5.3 Contest the ownership of any of the Confidential Information that it receives under this agreement.

3 Exclusions and Exemptions

- 3.1 Confidential Information does not include information which:
 - 3.1.1 Is now in the public domain or, after the date of this agreement, enters the public domain through no fault of the recipient;
 - 3.1.2 Can be shown by contemporaneous records of the recipient to have been known to the recipient at the time it is received pursuant to this agreement;
 - 3.1.3 Provided to the recipient by a third Party after the date of this agreement, lawfully and without violating any restriction on its disclosure; or
 - 3.1.4 Is independently developed by the recipient without using any Confidential Information.
- 3.2 A Party may disclose Confidential Information of the other Party if legally compelled to do so by any judicial or administrative body having authority to compel such disclosure in connection with any action or investigation. The Party must take all reasonably available legal measures to avoid such disclosure before doing so, and must notify the other Party as soon as practicable after such disclosure is sought or ordered, so that the other Party may seek an appropriate protective order or other remedy.

4 Return of Confidential Information

- 4.1 Each Party must, on the earlier of receipt of a written request made by the other Party, or execution of a written agreement governing a Proposed

Transaction, or the termination of negotiations relating to a Proposed Transaction:

- 4.1.1 Destroy all its Recipient Records;
- 4.1.2 Cease all use of the Confidential Information of the other Party; and
- 4.1.3 Return to the other Party all of the other Party's Confidential Information (including all copies of the same) and a written certificate confirming compliance with the requirements of this clause, save that each Party may retain in the possession one copy of such Confidential Information, including Recipient Records, for use solely in the event of, and for the purpose of resolving, any dispute arising out of this agreement.

5 General

- 5.1 Each Party acknowledges that:
 - 5.1.1 The opportunity to use the Confidential Information for the Purpose is good and valuable consideration for the undertakings given in this agreement; and
 - 5.1.2 Due to the proprietary and competitively-sensitive nature of the Confidential Information, the disclosing Party would be irreparably harmed by any breach, or threatened breach, of this agreement by the receiving Party, and that monetary damages would be insufficient to remedy the actual or threatened breach.
- 5.2 Neither Party gives any warranty as to the accuracy or completeness of any Confidential Information, or is under any obligation to disclose any information under this agreement. Unless the parties have agreed otherwise in writing, neither Party is under any obligation to enter into a Proposed Transaction on any specific terms, or at all.
- 5.3 Subject to any Term on the front page, the obligations contained in this agreement will continue to apply without limit of time unless extinguished pursuant to a written agreement governing a Proposed Transaction or expressly agreed in writing otherwise. Clause 4.1 survives the termination of this agreement.
- 5.4 No waiver by a Party of any provision of or right, remedy or power of the Party, and no amendment to this agreement, will be effective unless it is in writing signed by the Party and any such waiver will be effective only in the specific instance and for the specific purpose for which it is given.
- 5.5 Each Party agrees that its use of the confidential information is at its own risk. The disclosing Party, its directors, employees, shareholders, agents and other representatives will not, under any circumstances, be liable for any injury, loss or damage arising out of or related to the use, or inability to use, the confidential information. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third Party claims.

- 5.6 No failure or delay by a Party to exercise any right, remedy or power under this agreement or to insist on strict compliance by the other Party with any obligation under this agreement, and no custom or practice of the parties at variance with the terms of this agreement, will constitute a waiver of the right of a Party to demand full compliance with this agreement.
- 5.7 This agreement is governed by the laws of the state of Tasmania, Australia without regard to conflicts of laws principles, and the parties submit to the non-exclusive jurisdiction of the courts of Tasmania and the Commonwealth of Australia.
- 5.8 A reference to the singular includes the plural. A reference to a gender includes any other gender.
- 5.9 Each signatory to this agreement warrants that he or she has authority to bind to this agreement the Party that he or she is stated to represent.
- 5.10 This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of the counterparts together shall constitute one and the same instrument.

Schedule

Additional Description of Confidential Information

The following subject matter is specifically agreed to be Confidential Information for the purpose of this agreement:

A TecEco Confidential Information:

Any information, documents, plans, intellectual property, drawings, designs, formulations and any other material in any form whatsoever which relates directly or indirectly to the activities, operations or research, ideas, inventions, innovations or projects being conducted by TecEco or an Associate and including but not limited to:

1. Information or material that has already been disclosed prior to the execution of this Agreement and information disclosed by an Associate of TecEco.
2. Technical information and data relating to the TecEco information.
3. Results of and information regarding feasibility studies or evaluation of the TecEco information.
4. Patent applications and patents in respect of the TecEco information.
5. Business and strategic plans and advice relating to the commercialisation of the TecEco information.
6. Information relating to the formulation of binder systems Including but not limited to a hydraulic cement composition comprising:
 - One or more hydraulic cements other than magnesium oxide;
 - a magnesium oxide component; and
 - optionally, one or more pozzolan components,
7. Information relating to the formulation of formulation of low fines concretes, geopolymers and high calcium aluminates blends with or without reactive magnesia
8. Information relating to the formulation and application of concrete, concrete renders, mortars and sprayable concretes.
9. Information relating to pre-stressing, post-stressing, partially pre-stressing, post-stressing or reinforcing, including but not limited to:
 - The use of metal, plastic or other material tensile tendons characterized by being substantially wider than thick and methos of placement of same.
10. Information regarding kiln technologies including but not limited to a kiln design that:

- 10.1 Grinds and calcines at the same time,
 - 10.2 Operates at a wide range of temperatures,
 - 10.3 Can be powered by variable non fossil fuel and waste energy,
 - 10.4 Runs more efficiency,
 - 10.5 Is theoretically capable of producing much more reactive product (In the case of magnesium oxide - even with ores of high Fe content,)
 - 10.6 Is theoretically capable of producing much more consistent properties in product, and
 - 10.7 Captures CO₂ for bottling and sale to the oil industry (geological sequestration).
11. Information about concrete and low fines or pervious concrete storage, mixing, delivery and placement methods, machinery and systems.
 12. Information about formulation and recording software for concrete
 13. Information about stone wall stacking software.
 14. Information about the Gaia Engineering process

B **???? Confidential Information:**

1. Technical information and data relating to the ???? information.
2. Results of and information regarding feasibility studies or evaluation of the ???? information.
3. Patent applications and patents in respect of the ???? information.
4. Business and strategic plans and advice relating to the commercialisation of the ???? information.????: