

TO BE SIGNED BY THE PARTIES TO THIS AGREEMENT

The Parties agree to be bound by the terms and conditions of this Agreement.

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| <p>Signed for [REDACTED]:</p> <p>Print Name: [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>Witness:</p> <p>Print Name:</p> | <p>Signed for TecEco Pty. Ltd.:</p> <p>Print Name: A John W Harrison</p> <p>Witness:</p> <p>Print Name:</p> |
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TO BE SIGNED BY SUB LICENSEES AND 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 |
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NOW THE PARTIES AGREE as follows:

1. Definitions and Interpretation

1.1 In this Agreement, the following expressions have the meaning set out opposite them:

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| <p>Associate</p> | <p>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 familiar with the confidential information.</p> <p>(a) If a Party is a company, a related body corporate as defined in the Corporations Act 2001 or any subsequent replacement act.</p> |
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| | <p>(b) 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</p> <p>(c) A partnership in which a member or combination of members of either Party directly or indirectly hold a majority interest, or</p> <p>(d) A trust in which in which a member or combination of members of either Party either directly or indirectly have a majority interest</p> |
| Calendar Quarter | <p>means any of the following time periods:</p> <p>(a) 1st January to 31st March, both dates inclusive;</p> <p>(b) 1st April to 30th June, both dates inclusive;</p> <p>(c) 1st July to 30th September, both dates inclusive;</p> <p>(d) 1st October to 31st December, both dates inclusive.</p> |
| Commencement Date | <p>means the date defined in clause 2.3 of this Agreement.</p> |
| Confidential Information | <p>means and includes without limitation:</p> <p>(a) any information described in Clause 8, elsewhere in this agreement, or communicated between the parties that is not in the public domain.</p> <p>(b) information (whether oral, in writing or in any graphic or electronic form) relating to the products, services, business, personnel, clients, customers, financial or commercial activities of a party including but not restricted to formulas, compilations, programs, manuals, devices, concepts, inventions (some of which may be patented or patentable), designs, copyright, methods, techniques, marketing and commercial strategies, processes, data concepts, and know-how, and unique combinations of separate items which individually may or may not be confidential, which information is not generally known to the public and may either derive economic value, actual or potential, from not being generally known or has a character such that the party in question has a legitimate interest in maintaining its secrecy and specifically includes, without limitation, the execution and contents of this Agreement; and</p> <p>(c) the information specifically listed in Schedule 1</p> <p>(d) all copies, notes and records of the Confidential</p> |

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| | <p>Information; and</p> <p>(e) all related information; generated by either party based on the Confidential information of the other party.</p> <p>(f) The confidential information of a party includes information or material that has already been disclosed prior to the execution date of this Agreement.</p> |
| Entity | means any body, incorporated or otherwise including a person, partnership, limited partnership, company, trust, joint venture, government or institution. |
| Execution Date | means the date the last party signs this agreement. |
| GST | means GST within the meaning of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (as amended) |
| Improvements | means any formula, process, technology or other improvement that is developed as a result of this Agreement and the Services provided by TecEco to the Licensee which the Licensee has accepted for use. |
| Licensee's Insolvency Event | <p>(a) the Licensee ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention not to do so;</p> <p>(b) a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to the Licensee or any of its assets;</p> <p>(c) the Licensee enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors;</p> <p>(d) a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of the Licensee,</p> <p>(e) The making by the Licensee of an assignment or attempted assignment for the benefit of its creditors</p> <p>(f) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;</p> |
| Laws | means any statute or laws, Acts, ordinances, rules, regulations, other delegated legislation, codes and requirements and directions of any Commonwealth, State and local government departments, bodies or authorities, enforced from time to time |

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| | A reference in this Agreement to a law includes all amendments to that law passed in substitution for it or referring to and incorporating any of its provisions |
| Manufacture | includes formulation, mixing, construction, assemblage, production or other process or preparation for commercial use or exploitation |
| Net Purchase Value | means the net purchase price exclusive of GST and any other like or replacement tax multiplied by the number of units purchased at that price |
| Net Sales Value | means the net sales price exclusive of GST and any other like or replacement tax multiplied by the number of units purchased at that price |
| Outside Party | means any entity other than TecEco, the Licensee, an Associate or Sub-Licensee |
| Party | means either TecEco or Licensee or an associate of either of them and a reference to Parties means both of them |
| Permitted Purpose | means, in respect of any Party, the purpose of the exercise or enforcement of any right or remedy by that Party, the performance of any obligation by that Party under this Agreement, or the bringing or defending of any action or claim for breach of this Agreement |
| Processes | includes formulations, methodologies, techniques, technologies, and devices. |
| Products | Product means the products and/or processes, set forth in <u>Schedule 2</u> or <u>Schedule 3</u> or both as the case may be which incorporate the use of the Confidential Information provided by TecEco. |
| Reporting Period | means the time periods as set out in <u>Schedule 7</u> |
| Service Fees | means the amount to be charged by TecEco to the Licensee for the provision of the Services as set out in and calculated in accordance with Part B of each Appendix |
| Services | means each of the services that TecEco is requested to perform by the Licensee, including but not limited to those listed in Schedule 11. |
| Term | Subject to clause 14, this Agreement will last until cancelled by either party. |
| Territory | means the geographical locations set forth in <u>Schedule 5</u> . |
| The Testing | Means the period after the Execution date and before the |

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| Period | Commencement date. |
| Research and Development Program | means the program set forth in <u>Schedule 9</u> . |

1.2 In this Agreement:

- 1.2.1 reference to a person includes any other entity recognized by law and vice versa;
- 1.2.2 words importing the singular mean and include the plural and vice versa;
- 1.2.3 words importing one gender mean and include every gender;
- 1.2.4 clause headings are for reference purposes only;
- 1.2.5 reference to any of the Parties by their defined terms includes the Parties' executors, administrators or permitted assigns or being a company its successors or permitted assigns; and
- 1.2.6 reference to a recital or an Appendix is a reference to a Recital or and Appendix to this Agreement and forms part of this Agreement.
- 1.2.7 Except for the purpose of identification headings and underlining have been inserted in this Agreement for the purpose of guidance only and are not part of this Agreement.

2. Condition Precedent to Commencement

2.1 It is a Condition Precedent to the Commencement of this Agreement that:

- 2.1.1 The Licensee devises as Testing Program with which it is satisfied with. It may do this with or without the assistance of third parties or TecEco but it alone must satisfy itself as to the suitability of the testing program.
- 2.1.2 The Licensee agrees to test the applicability of TecEco's Confidential Information to the Products defined in Schedule 2 and or Schedule 3 in accordance with the Testing Program set out in Schedule 9.
- 2.1.3 The Licensee, having satisfied itself as a result of the Testing Program that the Confidential Information, specific formulations and other technology provided by TecEco is suitable, gives notice that it wishes to license the Confidential Information for use in one or more Products as defined or further agreed to.

2.2 This agreement takes effect immediately upon the Execution Date except clauses relating to the granting of a licence or sub licence, payment of fees in relation to same or the maintenance and inspection of records which take effect on the Commencement Date.

2.3 For the purposes of this agreement the Commencement Date is the date on which the Licensee gives the notice referred to in 2.1.3 above to TecEco.

- 2.4 This Agreement continues, subject to rights of termination provided for in clause 15 which are enduring, for the Term stipulated on the front page of this agreement.
- 2.5 TecEco will furnish the Confidential Information to the Licensee for the purposes of testing or licensed use in the manner and at the times set forth in Schedule 6.
- 2.6 TecEco will further assist the Licensee evaluate the confidential Information by providing consulting services as set out in Schedule 11 or further agreed between the parties.

3. License

- 3.1 TecEco grants to the Licensee **????** license to use its Confidential Information specified in Schedule 1 to formulate, make, have made, use, vend and market the Products specified in Schedule 2 within the Territory specified in Schedule 5 for **????** from the commencement date and thereafter on an annual basis at its discretion.
- 3.2 TecEco grants to the Licensee a **????** license to use its Confidential Information specified in Schedule 1 to formulate, make, have made, use, vend and market the Products specified in Schedule 3 within the Territory specified in Schedule 5 for from the commencement date and thereafter on an annual basis at its discretion.
- 3.3 In the case of an exclusive license products listed in schedule 4 (if any) are not licensed exclusively but may be made on a non-exclusive basis.
- 3.3 The Licensee will not use the Confidential Information provided by TecEco for any purpose other than that permitted by TecEco.

4. Sub-Licenses

- 4.1 At its discretion TecEco may grant to the Licensee the right to grant one or more Sub-Licences to use the Confidential Information to formulate, make, have made, use, vend and market the Product in Schedule 2 and/or Schedule 3 the exclusion of products listed in Schedule 4 within the Territory defined in Schedule 5 for the Term of this Agreement.
- 4.2 Any Sub-Licence granted by the Licensee to a third party must be made subject to the same terms and conditions of this license and
 - 4.2.1 The Sub-Licensee must not have the right to grant further Sub-Licences;
 - 4.2.2 Sub-Licensees may be required to make minimum payments pursuant to clause 5.1.1 below to the Licensee or TecEco at the option of TecEco

5. License and Other Fees

- 5.1 During the Term of this Agreement the Licensee must:
 - 5.1.1 make an initial payment to TecEco of \$ **????** on the date of execution

- 5.1.2 make Minimum Payments to TecEco as set out in Schedule 8 starting on the commencement date and thereafter at the end of each reporting period following.
- 5.2 Starting on the commencement date Licensee must also either:
- 5.2.1 Purchases TecEco proprietary cements, magnesia or other components thereof for the manufacture of the product from TecEco or an Associate; Or
- 5.2.2 Pay to TecEco:
- 5.2.2.1 **????** per cent (**????%**) of the Net Purchase Value (excluding GST) of magnesia purchased for the manufacture of product other than from TecEco or an Associate; and
- 5.2.2.2 **????** per cent (**????%**) of the Net Purchase Value (excluding GST) of other cement components introduced by TecEco and purchased for the manufacture of product other than from TecEco or an Associate
- Or, at the discretion of TecEco
- 5.2.2 Pay to TecEco:
- 5.2.3.1 2.5 per cent (2.5%) of the Net Sales Value (excluding GST) of Product specified in Schedules 2 and 3 or as otherwise agreed as made with or containing the Confidential Information.
- 5.3 Licensee shall also pay TecEco Consulting Fees as set out in Schedule 12 or as negotiated from time to time for the provision of services as set out in this agreement and further specified in Schedule 11
- 5.4 Amounts payable to TecEco are to have the appropriate amount of GST or any replacement or similar tax added to the GST exclusive amount and are to be paid within thirty (30) days of the beginning of any Reporting Period in a form acceptable to TecEco
- 5.5 Licensee must furnish TecEco with each payment detail as to why the money is being paid and how the amount has been calculated. If required by TecEco, the Licensee must have their auditor certify such calculations are correct. If the Licensee does not have an auditor, or at TecEco's bidding, the certification may be performed by a person approved by TecEco.

6. Sales to Sub-Licensees

- 6.1 The Licensee must keep the same records for each of its Sub-Licensees as are required for its own licence pursuant to clause 7 below.

7. Maintenance and Inspection of Records

- 7.1 The Licensee must maintain, in sufficient detail for a period of three (3) years after the end of the relevant reporting period and in a manner approved by TecEco,

separate and accurate records and accounts to enable the information set out in clause 5 to be easily determined.

- 7.2 The Licensee must permit an accountant or auditor appointed by TecEco from time to time during ordinary business hours to inspect and verify any or all records required to be maintained by the Licensee. The Licensee must give all assistance necessary to such accountant or auditor to carry out such inspection and verification and permit such accountant or auditor to take copies of any such records.

8 Confidential Information

- 8.1 The Parties acknowledge and agree that this Agreement may require the disclosure of Confidential Information by both parties.
- 8.2 Subject to Clauses 8.3 and 8.4, each Party must treat as confidential, and keep confidential, all information, in whatever form, provided to it by or on behalf of the other Party relating to:
- 8.1.1 this Agreement;
 - 8.1.2 the negotiations relating to this Agreement;
 - 8.1.3 the other party or its business; and
 - 8.1.4 any Confidential Information belonging to either Party which is or may be disclosed to the other Party throughout this Agreement.
- 8.3 Neither Party may disclose Confidential Information provided to it by the other Party other than:
- 8.3.1 to its offices, employees (on a need to know basis), legal advisers and financial advisers;
 - 8.3.2 To the extent that the confidential information is generally available in the public domain except where that is a result of a disclosure in breach of this Agreement.
 - 8.3.3 without the prior consent of the other Party;
 - 8.3.4 to the extent required by law or the rules of any applicable stock exchange, or any applicable accounting standards or ordered by any Court, after having, to the extent practicable, consulted with the other Party with a view to agreeing the form, content, timing and manner of the disclosure.
- 8.4 A Party may use Confidential Information for the Permitted Purpose only, and accordingly not for any other purpose.
- 8.5 The Parties acknowledge and agree that:

- 8.5.1 a breach of any of the covenants contained in this Clause 8 would result in damages to the discloser that could not adequately be compensated for by monetary award; and
- 8.5.2 in the event of any such breach, in addition to all other remedies available to the discloser at law or in equity, it shall be entitled as a matter of right to apply to a Court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

9. Test Results and Improvements

- 9.1 To enable TecEco to properly assist Licensee, all test results obtained both during The Testing Period and thereafter must be provided by Licensee to TecEco
- 9.2 Unless Licensee can demonstrate such results are of a confidential nature because they are new and not previously predicted by TecEco then they may be published by TecEco with appropriate reference to their source.
- 9.2 If at any time during the term of this Agreement, should the Licensee or an associate of the Licensee discover or come into the possession of any improvements or further inventions relating to the Confidential Information provided by TecEco the party shall furnish TecEco such further information as in their possession on such improvements or further inventions without any delay and free of charge.
- 9.3 The intellectual property (if any) relating to improvements shall belong to TecEco.
- 9.4 The Licensee shall be entitled to use such improvements on the same terms and conditions as contained within this agreement.

10. Mutual Covenants

10.1 Promotion

- 10.1.1 The Licensee will include on its branding that the products are licensed from TecEco.
- 10.1.2 The Licensee agrees to promote TecEco and its products including Eco-Cements including favorable mention in all of its literature relating to the Products developed under this agreement.
- 10.1.3 TecEco agrees to support and promote the Licensee Hempcrete Products developed under this agreement when when the opportunity arises and it deems doing so is beneficial to all parties.

11 Warranties

- 11.1 TecEco makes no warranty as to the suitability of its Confidential information for the manufacture of products made or planned to be made by Licensee.

- 11.2 TecEco states that, to the best of its knowledge and belief, the use of any or all of the Confidential Information provided by it according to the Terms and Conditions of this Agreement will not result in the infringement of proprietary rights of third parties.
- 11.3 TecEco warrants that it is suitably qualified to provide the advice it believes appropriate as a consultant assisting the Licensee evaluate the technology
- 11.4 Licensee warrants that it will co-operate with TecEco to implement the confidential information of TecEco
- 11.5 Licensee warrants that it will cause the products for which the Confidential Information is to be used to undergo proper and appropriate testing before incorporating TecEco's confidential information in product for sale and as proof of same will provide TecEco with the results as well as the results applicable to product not incorporating TecEco's confidential information.
- 11.6 Licensee warrants that during the testing period it will not make product using the confidential information for commercial sale.

12. Exclusivity

- 12.1 In the case of an exclusive licence TecEco must not during the Term of licence willingly permit any other person except itself or an Associate, the Licensee and any Sub-Licensees to formulate, manufacture, have made, use and/or market the Product in the Territory, except as provided for in 12.2.
- 12.2 TecEco may contract with an outside party to formulate, manufacture, have made or use the Product or a constituent thereof for the purpose of:
 - 12.2.1 Supply of the Product or constituent thereof to TecEco, an Associate, the Licensee or a Sub-Licensee; or
 - 12.2.2 Compliance with the Testing Program referred to in clause 2.
- 12.3 Any person or entity which has been given permission to use the Confidential Information provided by TecEco prior to the Execution Date of this agreement may continue to do so in accordance with the permission given.

13. Infringement

- 13.1 If the Licensee learns of:
 - 13.1.1 Any infringement or threatened infringement of the Confidential Information provided by TecEco licensed under this agreement; or
 - 13.1.2 Any common law passing-off which may cause deception or confusion to the public by a third party;the Licensee must immediately notify TecEco in writing giving particulars of the infringement.
- 13.2 TecEco may then seek the opinion of Senior Counsel practicing in intellectual property or Confidential Information as to the possible success of any actions.

- 13.3 TecEco may, at its discretion, institute and prosecute an action against infringement.
- 13.4 The proceeds from any judgment or settlement made by TecEco in any action brought by it under clause 13 must first be used to pay TecEco's costs and expenses and then to reimburse the Licensee or its Sub-Licensees for all expenses incurred by it or them in assisting TecEco in prosecuting the action.
- 13.5 The Licensee must execute all documents and do all things reasonably necessary to aid and cooperate in the prosecution of any such actions instigated under clause 13 by TecEco.

14. Breach

- 14.1. If either Party becomes aware of a breach by the other Party of this Agreement or any Laws, rules or standards to be adhered to by the other Party, it must give written notice to the other Party setting out:
 - 14.1.1 the time, place and the general description of the breach;
 - 14.1.2 what, in the notifying Party's opinion, caused the breach and which person or persons were responsible for the breach;
 - 14.1.3 the consequences (if any) of the breach for the operation of the Services; and
 - 14.1.4 anything further that the notifying Party considers relevant.

15. Termination

- 15.1 Licensee may terminate this Agreement at any time by providing sixty (60) days notice in writing to TecEco notifying them that it has no further use for the Improvements or the Services provided by TecEco pursuant to this Agreement
- 15.2. Either Party may terminate this Agreement at any time by notice to the other Party in writing if any of the following apply:
 - 15.2.1 the other Party commits any breach of this Agreement or fails to carry out any requirement in this Agreement, and the failure is capable of remedy, and the other Party does not remedy that breach or failure within thirty (30) business days after written notice has been given to that Party requiring it to be remedied;
 - 15.2.2 the other Party commits any breach of this Agreement or fails to carry out any obligation on it under this Agreement and the breach or failure is not capable of remedy;
 - 15.2.3 any warranty given or representation made by the other Party is, or is found to be, materially incorrect.
- 15.3 TecEco may also by notice in writing terminate this Agreement in any of the following circumstances:

- 15.3.1 if the Licensee fails to pay TecEco any amounts payable under this Agreement with 30 days of the due date
 - 15.3.1 If the Licensee incurs an insolvency event as defined in this agreement:
 - 15.3.2 In the event that the Condition Precedent set forth in clause 2.1 is not met within [REDACTED] of the date of this agreement;
 - 15.3.3 In the event that the Licensee fails to make, sell, lease, hire or distribute the Product for a period of [REDACTED] after the Commencement Date.
- 15.4 TecEco may also optionally convert the licence to one with non-exclusive rights in the case where the licence is an exclusive licence. Should a licence be so converted the Licensee will continue to be bound by each and every provision of this Agreement and must continue to pay the licence fee.
- 15.5 Any termination of this Agreement pursuant to this clause is without prejudice to the rights of the party terminating to seek and obtain damages for any breach of this Agreement by the other party.

16 Effect of Termination

- 16.1 Upon termination of this Agreement under clause 15:
- 16.1.1 Each party must
 - 16.1.1.1 return to the other, or destroy, as is appropriate, material in its possession or control that bears, embodies or refers to the Confidential Information promptly when requested to do so by the discloser; and
 - 16.1.1.2 will if required, complete, sign and provide a statutory declaration to the discloser evidencing same.
 - 16.1.2 The Licensee must
 - 16.1.2.1 deliver to TecEco all documents and other materials (including all copies) in its possession relating to the Confidential Information provided by TecEco and do such further things as may be reasonably required by TecEco to protect its right, title and interest in the Confidential Information;
 - 16.1.2.2 pay to TecEco any licence or consulting fee accrued but unpaid as at the date of the termination; and such accrued but unpaid licence and consulting fees shall attract interest at a rate 2% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.
 - 16.1.2.3 agree to no longer use the confidential information of TecEco to make product incorporating the confidential information of TecEco or for any other purpose.

- 16.1.2.4 no longer sell product using the confidential information of TecEco other than Product that has already been manufactured as at the date of termination.
 - 16.1.2.5 allow TecEco to do all things required to properly audit that there is no further use of the confidential information including allowing TecEco access to its premises to obtain sample of its products for the purpose of confirming that it is no longer using the licensed confidential information.
- 16.2 Termination of this Agreement will not affect the rights, powers, remedies, obligations, duties and liabilities of either Party under this Agreement accrued to the date of termination and clauses relating to warranties, liability and the Confidential Information) will survive the termination or expiration of this Agreement.

17. Licensees Insurance and Indemnification of TecEco

- 17.1 The Licensee must thoroughly test product made with TecEco's confidential information and satisfy itself as to the fitness for purpose of products made with TecEco's confidential information.
- 17.2 The Licensee must promptly advise TecEco in writing of any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges and expenses which may be brought or claimed against the Licensee or TecEco or in respect of which the Licensee or TecEco may become liable arising out of the manufacture, use, promotion, sale, supply or other use of the Product by the Licensee, its servants or agents.
- 17.2 The Licensee indemnifies TecEco against any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs (including solicitor and client costs), charges and expenses arising out of the manufacture, use, promotion, sale, supply or any other use of the Confidential Information provided by TecEco by the Licensee, its servants, agents or customers. The defence of any litigation to which this clause applies is to be under the control of the Licensee, its solicitors and counsel, and all legal costs and expenses of any such litigation is borne by the Licensee. TecEco, its solicitors and counsel, may participate in such litigation at the expense of the Licensee.
- 17.3 The Licensee shall carry adequate insurance covering liabilities that may arise through the manufacture, use, promotion, sale, supply or any other use of the Confidential Information provided by TecEco to the Licensee, its servants, agents or customers.

18. General

- 18.1 **Application.** For the avoidance of doubt, TecEco and Licensee acknowledge and agree that it is intended that this Agreement be legally binding
- 18.1 **Waiver.** Any waiver in regard to the performance of this Agreement operates only if in writing and applies only to the specified instance, and does not affect the existence and continued applicability of the Terms of this agreement thereafter.

- 18.2 **Entire Agreement.** This Agreement embodies all the Terms binding between the parties and replaces all previous representations or proposals other than those included as not to be superseded in Schedule 10.
- This Agreement can only be modified by written agreement between the Parties signed by the Parties or their representatives.
- 18.3 **Currency.** All amounts payable under this agreement are in Australian dollars.
- 18.4 **Assignment.**
- 18.4.1 The Licensee must not assign all or any of its rights in this Agreement without the prior written consent of TecEco, which consent TecEco may grant, or not, in its absolute discretion.
- 18.4.2 TecEco may at its discretion assign all or any of its rights under this Agreement.
- 18.5 **Applicable law.** This Agreement must be read and construed according to the laws of the State of Tasmania in Australia and the parties submit to the jurisdiction of that State.
- 18.6 **Severability.** If any term agreement or condition of this Agreement or the application thereof to any person or any circumstance shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms and agreements and conditions shall not be affected.
- 18.7 **Notices.**
- 18.7.1 Where notice must be given under this Agreement it must be in writing and may be sent:
- 18.8.1.1 by post;
- 18.8.1.2 by facsimile;
- 18.8.1.3 by electronic communication as defined in the Electronic Transactions Act 2000 (Tas); or
- 18.8.1.3. by delivery.
- 18.7.2 A notice must be sent or delivered to:
- 18.7.2.1 if to TecEco
- 18.7.2.1.1 to TecEco's current address which as at the date of execution is: 497 Main Road Glenorchy, TAS. 7010 Australia
- 18.7.2.1.2 If by facsimile to: 03 6273 0010
- 18.7.2.1.3 if by electronic communication to the email address given from time to time on the company' web site.

or any other address that TecEco nominates from time to time.

18.7.2.2 if to Licensee

18.7.2.2.1 to Licensee's current address which as at the date of execution is:

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???? ????? ????? ????? ?????

18.7.2.2.2 If by facsimile to: ????

18.7.2.2.3 if by electronic communication to ????

or any other address that Licensee nominates from time to time.

18.8.3 Notices will be taken to have been received

18.8.3.1 If posted 72 hours after posting unless proved otherwise.

18.8.3.2 If by facsimile; or delivered after 5.00 PM notices shall be taken to have been received the next day.

18.8.4 Section 13 of the Electronic Transactions Act 2000 (Tas) shall apply to determine when notices delivered by electronic communication are taken to be received.

18.9 **Further Agreements.** Each party must execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as necessary to give effect to this Agreement.

18.10 **Dispute Resolution.** Except for a claim for payment, no Party may commence legal proceedings in relation to any dispute arising out of or relating to this Agreement unless:

18.10.1 the Parties have first consulted with each other in good faith, using their best endeavours to resolve such dispute to the mutual satisfaction of all Parties without resorting to mediation or arbitration; and

18.10.2 if the dispute is not resolved within thirty (30) days of the commencement of consultations in accordance with Clause 14 (or such longer period as agreed by the Parties), the Parties have taken part in mediation with a mediator appointed by the President of the Law Institute of Tasmania on the application of either of them,

and having exhausted such consultations and mediation, the dispute remains unresolved.

18.11 **Duties and Charges.** All stamp duties and governmental charges arising out of or incidental to this Agreement are the responsibility of and must be paid by the Licensee.

18.12 **Successors.** This Agreement shall be binding upon the heirs, executors, administrators and successors in title of each of the Parties.

18.13 **Non Merger.** Any provision of this Agreement which can, and is intended to, operate after the effective date remains effective.

SCHEDULE 1

The Confidential Information provided by TecEco

Any information, documents, plans, intellectual property, drawings, designs formulations and any other material in any form whatsoever whether commercial, scientific or of some other kind which relates directly or indirectly to the activities, operations or research, ideas, inventions, innovations or projects being conducted by TecEco or an Associate including information specifically listed below.

1. Technical information and data relating to the TecEco confidential information.
2. Results of and information regarding feasibility studies or evaluation of the TecEco confidential information.
3. Patent applications and patents in respect of the TecEco confidential information.
4. Business and strategic plans and advice relating to the commercialisation of the TecEco confidential information.
5. 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,
6. Information relating to the formulation of formulation of low fines concretes, geopolymers and high calcium aluminate blends with or without reactive magnesia
7. Information relating to the formulation and application of concrete, concrete renders, mortars and sprayable concretes.
8. 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.
9. Information regarding kiln technologies including but not limited to a kiln design that:
 - Grinds and calcines at the same time,
 - Operates at a wide range of temperatures,

Can be powered by variable non fossil fuel and waste energy,

Runs more efficiency,

Is theoretically capable of producing much more reactive product (In the case of magnesium oxide - even with ores of high Fe content,)

Is theoretically capable of producing much more consistent properties in product, and

Captures CO₂ for bottling and sale to the oil industry (geological sequestration).

8. Information about concrete and low fines or porous concrete storage, mixing, delivery and placement methods, machinery and systems.
9. Information about formulation and recording software for concrete.
10. Information about stone wall stacking software.
11. Information about the Gaia Engineering process.
12. Information relating to the manufacture of aggregates from fly ash.
13. Information relating to the carbonation of ordinary Portland cement concretes and concretes containing the deliberately added magnesium oxide.
14. Any other information deemed confidential by the TecEco

The Confidential Information Provided by Licensee

SCHEDULE 2 PRODUCT(S) AND/OR PROCESSES.

????

SCHEDULE 3 PRODUCT(S) AND/OR PROCESSES.

SCHEDULE 4

Excluded Products

SCHEDULE 5

The Territory

The Territory to which this Agreement relates to is [????].

SCHEDULE 6

Manner in which the Confidential Information provided by TecEco is to be supplied

The Confidential Information provided by TecEco will be supplied by personal communication during site visits, email, telephone, written correspondence and in any other manner deemed appropriate by the parties.

SCHEDULE 7

Reporting Period

The Reporting Period for the purposes of this agreement shall be quarterly starting from the first Calendar Quarter beginning after the Commencement date.

SCHEDULE 8

Minimum Payments to TecEco

\$ [????] exclusive of GST per Reporting Period for the first year,

\$ [????] exclusive of GST per Reporting Period for the second year,

\$ [????] exclusive of GST per Reporting Period for the third year,

\$ [????] exclusive of GST per Reporting Period for the fourth year,

\$ [????] exclusive of GST per Reporting Period for the fifth year,

\$ [????] exclusive of GST per Reporting Period for each subsequent year together with increases in accordance with the increase in the Australian CPI plus three per cent ([????] %)

SCHEDULE 9

The Testing Program

A testing program shall be devised by Licensee and approved TecEco in writing. If attached it is to be marked as Schedule 9.

The testing program must include durability as well as strength testing and may be changed from time to time by Licensee having taken proper advice from TecEco and third parties qualified to give such advice.

It is expressly agreed that the Licensee must pay all costs associated with the testing including Consulting or testing fees charged by TecEco and third parties.

SCHEDULE 10

Contracts, Deeds or Agreements not to be Superseded by this Agreement

Previous Confidentiality Agreements signed by both TecEco and the Licensee.

SCHEDULE 11

Consulting services to be provided by TecEco

TecEco will provide advice within its area of knowledge time permitting and to the best of its ability to assist Licensee determine whether it wishes to license Confidential information provided by TecEco.

TecEco may provide further services as mutually agreed from time to time.

SCHEDULE 12

Consulting fees for services provided by TecEco

All reasonable travel and accommodation fees relating to visiting the Licensee

\$ 500 per hour for the time of John.

\$ 200 per hour for chemists, engineers and other technical staff employed by John Harrison

\$ 100 per hour for technicians
and as otherwise negotiated from time to time.

All rates are to be halved during travelling and are subject to Australian CPI increases.