

NOTE: These contracts are sample contracts only. It likely does not fit exactly your specific company or the company with whom you might be entering into a contract. Contracts should always be drafted taking into account the technology area in which your company is active as well as considering all of the facts specific to your own situation and proposed relationship. When entering the United States, it is highly recommended to do this together with an American attorney with a proficiency in the area of intellectual property and international business law. Nothing in either this agreement or in the presentation made in association with its explanation should be understood as legal advice to you or your company or as creating an attorney-client relationship.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is between FÖRETAG AB ("FÖRETAG AB") and U.S. COMPANY, INC. ("U.S. COMPANY").

AGREEMENT

FÖRETAG AB is a Swedish developer of an advanced bio-mass burning procedure. In this regard, FÖRETAG AB has developed bio-mass burning technology, and manages FÖRETAG AB bio-mass burning centers.

In consideration of this Agreement and of FÖRETAG AB's promise of new or continued collaboration, and the covenants and conditions contained herein, and other valuable and sufficient consideration, the adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Covenant of Confidentiality and Non-Disclosure.

a. In order for U.S. COMPANY to provide, or to continue to provide, services to FÖRETAG AB, FÖRETAG AB has provided and/or is required to provide U.S. COMPANY with certain trade secrets and proprietary information of FÖRETAG AB ("Proprietary Information").

b. As used in this Agreement, the term Proprietary Information is defined to include: (i) all software, computer programs, source code, object code, system documentation, user documentation, system designs, program materials, screen displays, manuals, operation processes, equipment design, product specifications, written materials, documentation, data and information regarding products or services, whether finished, under development or being tested, whether any or all of the foregoing are in tangible, magnetic, digital or other form; (ii) concepts, methods, techniques, formats, patterns, compilations, programs, devices, designs, technology, equipment, formulas, processes, packaging, testing, information, data, systems, operations, ideas, research, improvements, inventions, discoveries and know-how; (iii) information relating to

FÖRETAG AB's customers, accounts, suppliers, distributors, marketing activities or plans, business plans, distribution, pricing, financial matters, financial statements, or any information revealed to FÖRETAG AB by third parties under any confidentiality agreement, understanding or duty; and (iv) information generally regarded as confidential in the industry or business in which FÖRETAG AB is engaged, which are or shall be owned, developed, used by, related to or arise from FÖRETAG AB, its businesses, activities, investigations, work of its employees or agents, utilization of equipment, supplies, facilities or information, now or in the future, whether or not published, patented, copyrighted, registered or suitable therefore.

c. U.S. COMPANY acknowledges that FÖRETAG AB's Proprietary Information is valuable, special and unique to its business; that it is not widely known; and that FÖRETAG AB's business depends on such Proprietary Information.

d. U.S. COMPANY acknowledges that FÖRETAG AB has taken, and continues to take, reasonable and necessary steps to protect its Proprietary Information and keep it confidential, including requiring him/her to sign this Agreement.

e. Based on the foregoing, U.S. COMPANY agrees as follows:

(i) All rights to Proprietary Information are and shall remain the sole property of and in control of FÖRETAG AB;

(ii) Except as required by applicable law or as authorized in writing by FÖRETAG AB's Board of Directors, it will keep FÖRETAG AB's Proprietary Information confidential;

(iii) Except as required by applicable law or as authorized in writing by FÖRETAG AB's Board of Directors, FÖRETAG AB will not, at any time: (a) reproduce or copy; (b) disclose or transfer; (c) aid encourage or allow any other person, business or entity to gain possession or access to; (d) use, sell, or exploit; or (e) encourage or allow any other person, business or entity to use, sell or exploit, any of FÖRETAG AB's Proprietary Information; (iv) He/she will not or disclose any information received by FÖRETAG AB from a third party for the period required by any confidentiality agreement, understanding or duty between FÖRETAG AB and the relevant third party; and (v) He/she will notify future employers and customers of the terms of this provision and its responsibilities hereunder.

2. Injunctive Relief. U.S. COMPANY agrees that irreparable harm shall be presumed in the event of any breach of this Agreement, and further agrees that in connection with any such breach, damages would be difficult if not impossible to ascertain, and the faithful observance of all terms of this Agreement is an essential condition to collaboration with FÖRETAG AB. Furthermore, U.S. COMPANY agrees that this Agreement is intended to protect the proprietary rights of FÖRETAG AB in important ways, and the threat of any misuse of the technology of FÖRETAG AB would be extremely harmful because of the importance of that technology. In light of these

considerations, U.S. COMPANY agrees that any court of competent jurisdiction may immediately enjoin any breach of this Agreement, upon the request of FÖRETAG AB, and U.S. COMPANY specifically releases FÖRETAG AB from the requirement of posting any bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law.

3. Modification of Agreement by Court. U.S. COMPANY agrees that if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of the Agreement are declared to be severable. U.S. COMPANY further agrees that if any court or tribunal refuses to enforce the restrictive covenants contained herein, neither this Agreement nor any part thereof, shall be void, and that the particular restriction deemed to be unreasonable or unenforceable shall be reduced or otherwise modified by such court or tribunal, but only to the extent necessary to permit its enforcement and only in such court's jurisdiction. U.S. COMPANY further agrees that if any provision cannot be reduced or modified to make it reasonable and/or permit its enforcement, that provision shall then be severed from this Agreement and the remaining provisions shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement.

4. Modification of Agreement by Parties. U.S. COMPANY agrees that this Agreement may not be changed, modified, released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing, by both parties.

5. Term of Agreement. U.S. COMPANY acknowledges that the terms of this Agreement shall survive termination of its collaboration.

6. Non-Waiver. U.S. COMPANY agrees that the failure of FÖRETAG AB to take an action under this Agreement or the waiver of a breach of this Agreement shall not affect FÖRETAG AB's rights to require performance hereunder or constitute a waiver of any subsequent breach.

7. Governing Law. U.S. COMPANY and FÖRETAG AB agrees that any disputes or controversies of any kind relating in any way to this Agreement, whether sounding in tort, contract or otherwise, shall be construed in accordance with the laws of the United States and the State of California.

8. Forum Selection. U.S. COMPANY agrees that any judicial proceeding related in any way to this Agreement, shall be brought exclusively in the state or federal courts of the State of California.

9. Consent to Jurisdiction. U.S. COMPANY and FÖRETAG AB hereby consent to the jurisdiction of the state and federal courts of the State of California and waive any rights to contest the power of the courts of the State of California to exercise personal jurisdiction over them.

10. Existing Collaboration Agreements. U.S. COMPANY acknowledges that the terms of any existing collaboration agreements remain in full force and effect to the extent they do not conflict with the terms of this Agreement, in which case the terms of this Agreement shall control.

12. Headings. The paragraph headings in this Agreement are for purposes of convenience only and shall not limit or otherwise affect any of the terms hereof.

13. Attorneys' Fees and Costs. FÖRETAG AB and U.S. COMPANY agree that in the event of a dispute arising under or related in any way to this Agreement, the non-prevailing party shall pay all costs and expenses, including reasonable attorneys' fees, that may arise or accrue from enforcing this Agreement, obtaining an interpretation of any provision of this Agreement, or in pursuing any remedy provided by applicable law whether such remedy is pursued or interpretation is sought by mediation, arbitration, the filing of a lawsuit, an appeal, and/or otherwise.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

FÖRETAG AB

U.S. COMPANY, INC.

By

By

Its

Its
