MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Each undersigned Party (the "Receiving Party" or "Recipient") understands that the other Party (the "Disclosing Party" or "Discloser"), hereinafter referred to collectively as the "Parties" and individually as "Party", has disclosed or may disclose Confidential Information, as defined below.

Background. The Parties have engaged in and/or intend to engage in discussions to permit the Parties to evaluate their mutual interest in entering a possible business relationship regarding electrical power generation and related technologies (the "Authorized Purpose"). For the Authorized Purpose, and in connection with such discussions, it is anticipated that the Parties have disclosed or will disclose to the other Party certain Confidential Information (defined below). The Parties have entered into this Agreement to assure the confidentiality of such Confidential Information

In consideration of the Parties' discussions and mutual promises pertaining to any access to Confidential Information, the Parties hereby agree as follows:

1. Confidential Information.

(a) As used in this Agreement, the term Confidential Information means any information or materials furnished by the Disclosing Party or any of their Affiliates or Consultants to a Recipient in connection with or related to the Authorized Purpose which provides the Disclosing Party some value or benefit by virtue of such information remaining confidential, regardless of whether such information is in written, oral, electronic, or in any other form, but provided that such information is designated as confidential (either at the time of disclosure or within a reasonable period thereafter) or is of a nature that otherwise reasonably suggests such designation including information Recipient learns from Discloser's employees or Consultants or through inspection of Discloser's property. Such Confidential Information may include, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, other technical, business, financial, customer and product development plans, forecasts, strategies, business information, data, business plans, discoveries, designs, systems, methods, processes, trade secrets, specifications, testing methods, business or financial information, research and development activities, product and marketing plans, customer lists and supply chain information, alone or together with all intellectual property and other proprietary rights therein and thereto. For clarity, the following will be deemed Confidential Information even if not so designated: either Party's nonpublic product plans, specifications, designs, photographs, code, costs, prices, project names, marketing plans, forecasts, orders, materials, components, prototypes, and pre-release products. The fact that the Parties have or will discuss the Authorized Purpose and the substance of their discussions is also Confidential Information.

a. "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party. "Control" and its derivatives means the legal, beneficial, or equitable ownership, directly or indirectly, of more

than 50% of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

b. "Consultants" means the Party's bankers, accountants, auditors, attorneys, financial advisors, and independent contractors, including past or present employees.

(b) The Recipient agrees to always take those measures that it takes to protect its own Confidential Information of a similar nature, employing at least a reasonable standard of care. The Recipient agrees to reproduce any proprietary rights notices on any such approved copies of the Confidential Information, in the same manner in which such notices were set forth in or on the original. Recipient may disclose Discloser's Confidential Information only to those of Recipient's employees, Consultants, and Affiliates who: (i) have a need to know such Confidential Information to accomplish pursuant to the Authorized Purpose on Recipient's behalf and (ii) are bound by a written agreement with Recipient that is at least as protective of Discloser's Confidential Information as this Agreement ("Recipient Representatives" or "Representatives"). Recipient shall not disclose and shall cause its Representatives not to disclose, Confidential Information to any other person or entity without the Discloser's prior written consent in each instance. Notwithstanding any other provision of this Agreement, Recipient and its Representatives shall not disclose Discloser's Confidential Information to any of Discloser's competitors, including, without limitation, any business unit or division of Recipient or any of its Affiliates that competes with Discloser, without the Discloser's prior written consent.

Recipient acknowledges and agrees that it shall remain responsible to the Disclosing Party for any breaches of this Agreement by any of any Recipient Representatives. These disclosure and use restrictions do not apply to information that Recipient can demonstrate with competent evidence: (i) was already known to the general public at the time of disclosure; (ii) became generally available to the public after the disclosure through no fault of or breach by Recipient or its Representatives (in which case, these disclosure and use restrictions will be lifted only after the date it became generally available to the public); (iii) was rightfully in Recipient's possession on a non-confidential basis before Discloser disclosed it to Recipient; (iv) was rightfully obtained from a third Party who had the lawful right to transfer or disclose it to Recipient without limitation; or (v) Recipient independently developed without the use of any of Discloser's Confidential Information. Recipient may disclose Confidential Information to the extent required by law, provided Recipient makes reasonable efforts to give Discloser written notice of such requirement before disclosure and takes reasonable steps to obtain protective treatment of the Confidential Information. The fact that a disclosure was legally required will not alter the nature of the Confidential Information as between Recipient and Discloser.

2. Limitations on Use. The Recipient shall use Confidential Information only for the Authorized Purpose and shall not use or exploit such Confidential Information for the Recipient's own benefit or for the benefit of another person or entity without the prior

written consent of Disclosing Party (such consent to be withheld, delayed or conditioned in the Disclosing Party's sole discretion), including without limitation, for the filing or support of any protection of intellectual property (e.g., patent application). Without limiting the foregoing, Recipient agrees that it shall not, directly or indirectly: reverse engineer, disassemble or otherwise attempt to learn the proprietary elements of any materials, prototypes, systems, software or other tangible objects which embody or are covered by Confidential Information or use any Confidential Information to establish a business relationship or business opportunity with the Disclosing Party's customers or business partners.

3. Feedback. Notwithstanding any other provision of this Agreement, if Receiving Party provides any ideas, suggestions, or recommendations to the Disclosing Party or any of its Affiliates or Consultants regarding Disclosing Party's Confidential Information ("Feedback"), Disclosing Party and its Affiliates may use such Feedback and incorporate it in Disclosing Party's products, technologies, and services without paying royalties or any other compensation and without any other obligations or restrictions.

4. Independent Development. Each Party acknowledges that the other Party and its Representatives may (in the past, present or future) independently develop their own goods, services, or technologies that may (i) compete with its own products or services; (ii) compete with the other Party's products or services. In addition, Each Party acknowledges that the other Party and its Representatives may (in the past present or future) (iii) develop information internally or receive information from other parties that may be similar to its own Confidential Information or that of the Other Party; or (iv) evaluate, invest in, or do business with its own competitors or potential competitors or the competitors or potential competitors of the Other Party. Neither Party's execution of this Agreement nor its receipt of any Confidential Information will restrict such activities, provided that they are not based upon Confidential Information provided by the Discloser under this agreement.

5. Warranty. Each Party warrants, on behalf of itself and its Affiliates, that it has the right to disclose any Confidential Information it discloses to the Receiving Party . All Confidential Information is provided AS IS and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

6. No Export. Recipient shall not use, export or re-export, or allow any Consultant or Affiliate to use, export, or re-export, any portion of Confidential Information except as authorized by United States law and the laws of the jurisdiction in which the Confidential Information was obtained. Confidential Information may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. Recipient represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list.

7. No Assignment. Neither Party shall assign, delegate, or otherwise transfer this Agreement or any right or obligation under it, whether in conjunction with a change in ownership, merger, acquisition, or the sale or transfer of all, or substantially all of, its business or assets, either voluntarily, by operation of law, reverse triangular

merger, or otherwise, without the other Party's prior written consent. A change of control will be considered an assignment of this Agreement. Any purported or attempted assignment, delegation, or other transfer without such consent will be null and void and will constitute a breach of this Agreement. If assigned, delegated, or transferred with proper written consent, this Agreement will be binding upon and inure to the benefit of each Party's successors, assigns, representatives, and administrators and any successors in interest to intellectual property disclosed pursuant to this Agreement

8. Limitation on Obligations; Duration.

(a) The obligations specified in Sections 1 and 2 above shall not apply with respect to any information, which the Recipient can establish by written records:

i. was already in the Recipient's legal possession prior to disclosure;
ii. is or becomes available to the public through no wrongful act of the Recipient (or its Representatives);
iii. is disclosed, without restriction on further disclosure, to the Recipient by a third party having the legal right to disclose such information; or
iv. has been developed by or for the Recipient independently by person(s) having no access to or other knowledge of the Confidential Information.

(b) Except with respect to trade secrets that are part of or form Confidential Information hereunder ("Trade Secrets"), the obligations of the Recipient pursuant to Sections 1 and 2 above shall survive for a period of five (5) years from and after the Term (as defined in Section 12(g) below), after which the Disclosing Party shall rely on intellectual property and/or other proprietary protections. For Trade Secrets, the obligations of the Recipient pursuant to Sections 1 and 2 above shall survive until such time as same ceases to qualify as a trade secret under applicable law.

9. No Implied Rights or Certain Further Obligations. No rights, obligations, representations or terms other than those expressly set forth herein are part of, or to be implied from, this Agreement. Nothing herein shall be construed as granting any right or license under patents, know how, trade secrets or other intellectual property or other proprietary rights owned or controlled by a Party hereto. As between Recipient and the Disclosing Party, the Confidential Information is, and shall remain, the sole property of the Disclosing Party. This Agreement implies no obligation on either Party to (a) disclose any Confidential Information, or (b) enter into any further agreement with the other with respect to the Authorized Purpose, or otherwise. Neither this Agreement nor any disclosure of Confidential Information creates any agency, joint venture, or partnership relation between the Parties.

10. Return and Destruction of Documents. At the Disclosing Party's election, the Recipient shall, within thirty (30) days of the expiration or termination of the Term, or at any time during this Agreement that Disclosing Party so requests, return to the Disclosing Party or destroy (and certify in writing to the Disclosing Party such destruction) all

Confidential Information, as well as drawings, documents, tangible manifestations, notes, memoranda, analyses or other recorded or stored information (and all copies and reproductions thereof) based on or embodying any of the Confidential Information received by the Recipient pursuant to this Agreement, whether in writing or presented, stored or maintained in or by electronic, magnetic or other means. Notwithstanding the foregoing, Recipient may retain one copy of same for archival purposes only.

11. Indemnity. The Recipient shall fully indemnify and hold harmless the Disclosing Party against all claims, losses, damages and/or liabilities (including all legal fees and expenses on a solicitor and client basis) arising out of or in connection with the Recipient's act, omission or breach of the terms herein.

12. Miscellaneous.

(a) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them relating to the subject matter of this Agreement. This Agreement may not be modified or discharged in whole or part, except in a writing signed by both Parties.

(b) No Waiver; Binding. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement will be binding upon and inure to the benefit of the Parties hereto and each Party's respective successors and assigns.

(c) Severability of Terms. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

(d) GOVERNING LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, WITHOUT REGARD TO THEIR PROVISIONS AS TO CHOICE OF LAW. THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER AT COMMON LAW OR UNDER A STATUTE SHALL BE ADJUDICATED EXCLUSIVELY BY THE FEDERAL OR STATE COURTS WITHIN WILMINGTON, DELAWARE. THE PARTIES BOTH CONSENT TO AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS WITHIN DELAWARE AND AGREE THAT PROCESS MAY BE SERVED UPON THEM IN ANY MANNER PROVIDED BY THE LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE.

(e) Additional Remedies. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purposes. The Parties agree that any breach of this Agreement may cause substantial and irreparable harm and, therefore, in the event of any such breach, in addition to other remedies that may be available to the Parties, Parties shall be entitled to the granting of, equitable relief, including injunction and specific performance, in addition to all other remedies available to Parties at law or in equity.

(f) Authority; Limited Representations and Warranties; DISCLAIMER. Each Party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each Party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement. THE PARTIES MAKE NO COVENANTS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, AND PARTIES SHALL NOT HAVE ANY LIABILITY TO ONE ANOTHER OR ANY OTHER PARTY ARISING OUT OF SAME.

(g) Term. This Agreement shall commence of the Effective Date, and shall continue for five (5) years thereafter, (the "Term"), unless sooner terminated as permitted below in this section. The Parties may extend the Term at any time by mutual written agreement. Either Party hereto may terminate this Agreement upon ten (10) days prior written notice to the other Party, which notice shall set forth the date of termination of the Agreement. Sections 1(b), 2, 7, 8, 9, 10, 8(c), 8(f) and 8(h) shall survive the expiration or earlier termination of this Agreement.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

(i) No Publicity. Neither Party to this Agreement shall reveal the fact that Confidential Information has been disclosed pursuant to this Agreement, nor that either Party is conducting or has conducted discussions or negotiations in furtherance of a business relationship with the other, including, without limitation, the Authorized Purpose. Disclosure pursuant to this Agreement is not a public disclosure or sale or offer for sale of any product, but is made for the limited Authorized Purpose.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first appearing below.

Applicant / legal entity	MANUMIT ENERGY, INC
By _____	By _____
Name: Title: Date _____	Name: Doug Magyari Title: CEO Date _____