

## NDNC Agreement

THIS BYLATERAL NON-DISCLOSURE NON-CIRCUMVENT AGREEMENT (the "Agreement") is made between International Commercial Investments, LLC (herein referred to as "First Party") located at office address 12034 Langhorne Newtown Rd, Suite 334, Langhorne, PA, 19047, USA referred to as "First Party" and \_\_\_\_\_ with \_\_\_\_\_, (herein referred to as "Second Party") located at \_\_\_\_\_, USA, referred to as "Second Party", and is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date").

WHEREAS, certain Confidential Information regarding the First Party's Waste to Energy Systems (plasma gasification and pyrolytic gasification technology) may be disclosed or made available for access to the Second Party (collectively, the "Parties" and each a "Party"); and

WHEREAS, the First Party has, or soon will, disclose Confidential Information to the Second Party regarding the waste to energy technologies, business contacts, and systems applications ("Intellectual Property") as well as the process of implementing and deploying the technology and systems at certain locations which will be referred to herein as the "Project".

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are acknowledged by the parties, the parties hereto agree as follows:

1. **Confidentiality.** The Parties agree to keep confidential any and all information, data, concepts or proposals regarding or relating to the Intellectual Property and the Project (the "Confidential Information") and any other projects disclosed or discussed by the parties. This covenant of confidentiality includes, but is not limited to, the location and nature of the Project, the plan for the Project, technology or specifics of the applied Intellectual Property for the Project, the identity of the engineers or technology business contacts discussed, the identity of any other participant in the Project, the identity of any partner, officer, director or investor in such Project, the financing of such projects, the purpose, results and nature of any and all types of testing, the nature and plans of work done or to be done related to any and all construction or re-engineering, or the nature of any subsequent relationship between the parties to this Agreement regarding any such Project or Intellectual Property. Notwithstanding the foregoing, the both Parties may share Confidential Information with their key employees, primary lenders, attorneys and accountants as may be needed for the purpose of conducting diligence and consideration of the Project and promoting the Intellectual Property and Project as needed for furthering the business activities of the First Party.
2. **Non-Circumvention.** For a period of three (3) years from the Effective date of this Agreement, Second Party will not solicit, negotiate, contract, deal, communicate or attempt to do any of the foregoing with any First Party contacts, engineers and technology system providers introduced by the First Party without prior written authorization from the First Party. This covenant shall also apply to Second Party's agents, affiliates, officers, employees, shareholders or members. Second Party hereby recognizes and acknowledges that the scope and time limitations contained in this Section are reasonable and properly required for the adequate protection of the First Party's interests. Second Party acknowledges that compliance with this Section is necessary to protect the goodwill and other proprietary interests of the First Party and that a breach of this Section will give rise to irreparable and continuing injury to the First Party that is not adequately compensable in monetary damages or at law. Accordingly Second Party agrees that the First Party, together with its successors and assigns, may obtain injunctive relief against the breach or threaten breach of the foregoing provisions, in addition to any other legal remedies that may be available to First Party under this Agreement.
3. **Equitable Relief.** It is understood and agreed by the Parties hereto that no amount of money would adequately compensate the Parties for damages that the Parties acknowledge would be suffered as a result of the violation by either Party of the covenants contained in Sections 1 and 2 above. Both Parties shall be entitled on application to a court of competent jurisdiction to obtain injunctive relief to enforce the provisions of Sections 1 and 2 above, which injunctive relief shall be in addition to any other rights or remedies available to the Parties at law or in equity, without the necessity of posting a bond. If a violation by either Party of the provisions of the covenants contained Sections 1 and 2 above occurs, the loosing Party shall be responsible for the payment of reasonable attorneys' fees, paralegal fees, law clerk fees and other claims, losses, costs and expenses incurred by the other Party on account of loosing Party's violations of the covenants contained in the Sections 1 and 2 above.

4. **Disclaimer of Warranty and Any Representation.** All information provided by the First Party to the Second Party, whether verbally or otherwise, is provided “as is”, exclusive of any warranty or representation whether expressed or implied.
5. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors and assigns. In the event of a merger, consolidation, reorganization involving a Party, or sale of all or substantially all of the assets of a Party, this Agreement shall continue in force and become an obligation of a Party’s successor or assigns. The Party’s successors and assigns may enforce the provisions of this agreement.
6. **Applicable Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania, within the United States of America, without regard to conflict of law principles.
7. **Entire Agreement.** This writing contains the whole agreement of the parties. Any amendments to this agreement must be in writing and signed by the party hereto.
8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.
9. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

THE PARTIES HERETO DO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT ANY PARTY MAY HAVE TO A JURY TRIAL IN EACH AND EVERY JURISDICTION IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written. This contract will be considered binding if signed via electronic submittal.

FIRST PARTY

SECOND PARTY

\_\_\_\_\_  
 Andrew Fanelli  
 International Commercial Investments, LLC

\_\_\_\_\_  
 Print Name \_\_\_\_\_

\_\_\_\_\_  
 Matthew Fanelli  
 International Commercial Investment, LLC

Company \_\_\_\_\_