



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is made and entered into on [Month, Day, Year] by and between **Lucayan Trans Fuels, LLC ("Lucayan")** with its primary offices at 5151 Belt Line Road, Suite 375, Dallas, Texas, USA; and **[Company Name ("ABV")]** with primary offices at [Street Address, City, State, Country].

Whereas, in relation to support provided by **ABV** to Lucayan, Lucayan has agreed to provide and disclose certain Confidential Information (as described below) that is either non-public, confidential, or proprietary in nature and that is not available to the general public.

Whereas, Lucayan has agreed to make Confidential Information available to **ABV**, who agrees to keep the Confidential Information secret and confidential and to use it solely for the purpose of its support to Lucayan ("the purpose") on the following terms:

1. WHEREBY IT IS AGREED AS FOLLOWS:

1.1. "**Confidential Information**," shall mean and shall include all or any information not generally known and, confidential or proprietary information relating to Lucayan, whether oral, written or embodied in materials including but not limited to all technical, commercial, financial, marketing and/or other business information or product samples in whatever form disclosed by the Disclosing Party to the Receiving Party, which if known to a third party, would be of a commercial value to such third party and/or detrimental to the business interests of the Disclosing Party.

1.2. "**Disclosing Party**" to this Confidentiality Agreement shall mean Lucayan and "Receiving Party" to this Confidentiality Agreement shall mean **ABV**, respectively disclosing and receiving Confidential Information pursuant to this Confidentiality Agreement.

2. DISCLOSURE/USE OF CONFIDENTIAL INFORMATION

The Receiving Party will use any Confidential Information disclosed by the Disclosing Party hereunder only for the Permitted Purpose and will not use it in any way to compete with the business of or circumvent the opportunities disclosed by Disclosing Party either actual or envisaged.

3. CONFIDENTIALITY

In consideration of any Confidential Information received, acquired or prepared pursuant to this Agreement, the Receiving Party undertakes:

3.1. to treat and keep the Confidential Information strictly confidential; not to divulge the same to any third party or to sell, trade, publish or reproduce or use any of the Confidential Information for any purpose whatsoever without the written consent of the Disclosing Party;

3.2. not to make known or cause to be made known to any third party without the Disclosing Party's prior written consent the fact that any Confidential Information was disclosed to

the Receiving Party by the Disclosing Party or originated from the Disclosing Party unless the fact of such origination was previously in the public domain;

- 3.3. The confidentiality undertakings in clauses 3.1 and 3.2 above shall not apply to:
- 3.3.1. information which the Receiving Party can show, at the time of disclosure, was published or otherwise generally available to the public;
 - 3.3.2. information which the Receiving Party can show, was published or became generally available to the public after its disclosure to the Receiving Party otherwise than through any breach by the Receiving Party of their obligations under this Agreement;
 - 3.3.3. information which the Receiving Party can show was in the Receiving Party's written records prior to the time of disclosure and which had not been acquired from the Disclosing Party information which the Receiving Party can show, was obtained from third parties legally entitled to disclose such information;
 - 3.3.4. information which the Receiving Party is obliged by law or other regulatory authority to disclose.
- 3.4. If any part of the Confidential Information disclosed to the Receiving Party becomes part of or falls within the exceptions referred to in clause 3.3 hereof, the Receiving Party shall nevertheless not be entitled to disclose other parts of the Confidential Information which do not fall within the exceptions referred to in clause 3.3.
- 3.5. The provisions in this Agreement relating to confidentiality shall continue in effect for a period of two (2) years from the date of execution of this Agreement.

4. RIGHTS TO DISCLOSE

- 4.1. The Receiving Party may disclose the Confidential Information for the Permitted Purpose to:
- 4.1.1. its employees, directors and officers;
 - 4.1.2. any Affiliate and its respective employees, directors and officers;
 - 4.1.3. a professional adviser and consultant; or
 - 4.1.4. a co-venturer of the Receiving Party with prior approval by Disclosing Party, such approval not to be unreasonably withheld.
- 4.2. Before disclosing any of the Confidential Information to any person under the provisions of clause 4.1, the Receiving Party shall procure that the proposed Receiving Party of such Confidential Information is (a) made aware of the terms of this Agreement, and (b) if disclosure is made under the provisions of clauses 4.1.3 or 4.1.4 of this Agreement, is bound to the Receiving Party to maintain confidentiality of such Confidential Information by professional confidentiality or on terms no less onerous than those set out in this Agreement. The Receiving Party shall be liable to the Disclosing Party for any loss or

damage suffered by the Disclosing Party arising out of the disclosure of the Confidential Information by any person to whom it has been disclosed directly or indirectly by the Receiving Party.

- 4.3. Notwithstanding any other provision of this Agreement, Receiving Party, its Affiliates and its representatives shall be entitled, without liability hereunder, to disclose Disclosing Party's Confidential Information if legally required to do so by subpoena, process, government statute, rule or regulation, or by any judicial or administrative body having authority to require such disclosure; provided that, if so required to disclose the Confidential Information, Receiving Party, its Affiliates and its representatives, if not prohibited by applicable law, shall promptly notify Disclosing Party in order that Disclosing Party may seek a protective order or other remedy, and shall disclose only that portion of the Confidential Information as is, in the opinion of its legal counsel, required in order to comply with its legal obligations.

5. DUTY TO RETURN INFORMATION

- 5.1. The Information shall remain the Property of the Disclosing Party. As soon as practicable after a demand in writing from the Disclosing Party all original copies shall be retrieved and returned by the Receiving Party to the Disclosing Party and the Receiving Party shall notify the Disclosing Party that it has:
 - 5.1.1. destroyed all other copies of the Information and, subject as provided below, material containing data derived from the Information in its possession;
 - 5.1.2. taken all reasonably practicable steps to permanently erase all Information and data derived from the Information from computer media; and
 - 5.1.3. procured that all persons to whom the Recipient has disclosed Information (or any part) comply with this clause 5.
- 5.2. This clause shall not apply to corporate documents of the Receiving Party which contain data derived from the Information and which the Receiving Party is required to retain by law or which is contained or reflected in material presented to its or any of its Affiliates' executive board (or the equivalent thereof), in which case the Receiving Party will take appropriate measures to preserve its confidentiality. The Parties will also be permitted to keep a copy of Confidential Information that is retained as part of Receiving Party's normal archiving and backup procedures and is not readily accessible on Receiving Party's information systems.

6. GENERAL

- 6.1. No addition to, variation or consensual cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of all the parties and this agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

- 6.2. No indulgence which either of the parties ("the granter") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the granter, who shall not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future.
- 6.3. If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.
- 6.4. "Affiliate" means any company or legal entity which (a) controls either directly or indirectly a party, or (b) which is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such party. "Control" means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company.
- 6.5. This Agreement shall be governed by and be interpreted in accordance with the laws of Texas (without reference to any principles governing conflict of laws that would result in the application of the laws of any other jurisdiction). Any action arising out of or related to this Agreement may be brought only in the courts of the State of Texas, or the United States federal courts, in either case situated in the Dallas County, Texas, and each Party waives any defense or objection to jurisdiction, any action or proceeding on the basis of lack of personal jurisdiction, immunity from suit, or the doctrine of *forum non conveniens*. Any process or notice of motion or other application to the court or a judge thereof may be served outside the State of Texas by certified mail or by personal service, provided that a reasonable time for appearance is allowed. EACH PARTY HEREBY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. This Section 6.5 shall survive termination or expiration of this Agreement.
- 6.6. All notices and other communications required under this Agreement must be in writing and addressed to each Party at the postal or e-mail address set forth below, or to such other addresses of which a Party may from time to time notify the other Party pursuant to the terms of this Section. Such notices and communications will be deemed given upon the earlier of: (i) actual receipt; (ii) five (5) business days after being mailed by registered or certified mail, return receipt requested with postage prepaid; (iii) when sent by e-mail with read receipt confirmed; or (iv) one (1) business day after being deposited with a recognized overnight courier service with charges prepaid.

Richard J. Duszynski
Lucayan Trans Fuels, LLC
5151 Belt Line Road, Suite 375
Dallas, Texas 75254
RDuszynski@LucayanFuels.com

[Name]
[Company]
[Street Address]
[City, State, ZIP]
[Email]

IN WITNESS WHEREOF, the undersigned have executed this Agreement or have caused this Agreement to be executed on their behalf, as of the Effective Date.

Lucayan Trans Fuels, LLC (Disclosing Party)

By: _____

Richard J. Duszynski, Principal

Date: November 4, 2021

Address: 5151 Belt Line Road, Suite 375
Dallas, Texas 75254

[Company Name] (Receiving Party)

By: _____

[Name]

Date: [Month, Day, Year]

Address: [Street Address]
[City, State, ZIP]