



Mutual Confidentiality and Non-Disclosure Agreement

This Mutual Confidentiality and Non-Disclosure Agreement (this "Agreement") is made and entered into this \_\_\_\_day of \_\_\_\_, 2009 by and between \_\_\_\_\_ and Africa Biofuel and Emission Reduction (TZ) Ltd are collectively referred to herein as the "Parties" and individually as a "Party." For purposes of protecting the Confidential Information (as defined below) the Parties agree as follows:

- 1. (a) In this Agreement, "Confidential Information" shall mean any private, confidential, trade secret or other proprietary information... (b) Each Party shall be a "Disclosing Party" with respect to Confidential Information... 2. In each instance, the Receiving Party shall not, directly or indirectly, use, disclose, disseminate, publish, divulge, reverse engineer or otherwise reveal any Confidential Information... 3. The Receiving Party shall (a) employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information... 4. The disclosure of Confidential Information shall not be construed to grant to the Receiving Party any ownership or other proprietary interest... 5. "Confidential Information" shall not include any information which (a) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party...

- 6. The Receiving Party shall keep a record of the Confidential Information received and agrees that copies made of written or computer generated materials supplied will be for internal assessment only... 7. Each Party hereto shall not have the right to assign or transfer in any way its right under this Agreement... 8. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for the unauthorized disclosure of Confidential Information... 9. At Disclosing Party's request and discretion, Receiving Party shall either (i) return all originals, copies, reproductions and summaries of Confidential Information... 10. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any prohibited use or disclosure of the Confidential Information... 11. Nothing in this Agreement shall prevent the Parties from entering into any further agreements or business relationships... 12. The Parties acknowledge that they have carefully read this Agreement and understand the restraints imposed upon them by this Agreement... 13. All Confidential Information is provided "as is" without warranty of any kind... 14. This Agreement shall not be interpreted to create an association, agency, joint venture or partnership between the parties... 15. This Agreement shall constitute the entire agreement between the Parties and supersedes all existing agreements between them... 16. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision contained herein... 17. This Agreement shall be governed by and construed in accordance with the laws of New York, New York, USA without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first above written.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_