

CONFIDENTIAL EVALUATION AGREEMENT AND NON-DISCLOSURE AGREEMENT

This is an Agreement by and between Henry G. Ballard, Jr., of Novum Terra Inc., a South Carolina company having an address of 218 Wadmalaw Drive, Piedmont, South Carolina 29673, (“Inventor”) and

_____ (name) [hereafter Business Affiliate]

_____ (street address)

_____ (city, state zip code)

_____ (representing what business)

_____ (email address)

_____ (phone number including area code)

WHEREAS “Confidential Information” shall mean manufacturing, operation, business methods, customer and vendor information, designs, descriptions, construction and appearance other confidential information and materials related to:

- An Apparatus and Method of producing biochar, and/or electric energy, and/or heat energy from biomass.
- An Apparatus and Method to filter water with biochar.
- An Apparatus and Method of utilizing biochar in the production of compost.
- A Method of marketing biochar.

conceived, invented and owned by Inventor which includes inventions, patent applications, trade secrets, know-how, business methods, customer information, account information, financial information, vendor information, and working prototypes and components thereof, all of which Inventor considers confidential and proprietary.;

WHEREAS, Business Affiliate is considering working with Inventor concerning investing, developing, collaborating, or joint venturing in which the Business Affiliate may or may not utilize Inventor’s inventions (the Purpose), as a part of that consideration, Inventor may disclose or Business Affiliate may be made aware of Confidential Information;

WHEREAS, Inventor is willing to disclose Confidential Information to Business Affiliate on a nonexclusive basis, solely for the Purpose, while preserving to Inventor the confidential and proprietary nature of the Confidential Information;

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall be effective on _____ (“Effective Date”).
2. All Confidential Information disclosed by Inventor to Business Affiliate, or which Business Affiliate becomes aware, will be received and held in confidence by Business Affiliate and Business Affiliate will not disclose the Confidential Information to anyone and will not use the Confidential Information other than for the Purpose.
3. Business Affiliate and its evaluators shall use their best efforts, including efforts fully commensurate with those employed by Business Affiliate for the protection of its own trade secrets, to protect Inventor’ Confidential Information pursuant to this Agreement.
4. To the extent information is disclosed and concurrently or later identified as Confidential Information; the information shall be subject to this Agreement and be part of the Confidential Information.
5. Nothing in the Agreement shall be construed to grant to Business Affiliate any right, title, or interest in the Confidential Information. Nothing in the Agreement shall be construed to grant to Business Affiliate any license, or other permissions, other than for the performance of the Purpose, into any Confidential Information or proprietary information of Inventor.
6. At the request of Inventor, Business Affiliate will return all Confidential Information including but not limited to, documents, electronic information, files, or other materials containing confidential information to Inventor. Business Affiliate will also provide a written statement attesting that Business Affiliate has returned all such confidential information to Inventor.

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7. The parties agree that the confidentiality and use provisions of this Agreement shall not apply to information:
 - 7.1. that appears in issued patents or printed publications in integrated form or that otherwise is or becomes generally known in the trade other than through the fault of Business Affiliate;
 - 7.2. that Business Affiliate can show by written records was in Business Affiliate's possession prior to its disclosure by Business Affiliate; or
 - 7.3. that Business Affiliate can show by written records came into its possession, without covenants of secrecy, from another party who is under no confidentiality obligation to Business Affiliate.
8. Specific aspects or details of the Confidential Information shall not be deemed to be published, generally known in the trade, or otherwise within the public domain, or to be in the possession of Business Affiliate merely because the aspects of the Confidential Information are embraced by general disclosures in the public domain or in Business Affiliate's possession. In addition, any combination or aspects of the confidential information shall not be considered in the public domain or in the possession of Business Affiliate merely because individual elements thereof are in the public domain or in Business Affiliate's possession unless the combination and its principles are in the public domain or in Business Affiliate's possession. The burden of proving these exceptions to the confidentiality and use provisions of this Agreement resides with Business Affiliate.
9. The terms and conditions of this agreement are of a special character and provide an important and valuable advantage to Inventor. Breach of this agreement would create damages to Inventor that are not readily ascertainable and can not be adequately remedied at law. Therefore, the parties agree that beach of this agreement by Business Affiliate entitles Inventor to injunctive and equitable relief without bond of other security in both the event of a breach or the threat of a breach by Business Affiliate.
10. This agreement shall be governed by the laws of the state of South Carolina. The parties agreed to exclusive venue and personal jurisdiction in the courts of the Richland County state or federal courts.
11. This writing is the entire agreement between the parties. Modifications to this agreement must be done is writing and signed by both parties.
12. Should any provision of this Agreement be held invalid or unenforceable, the parties desire that it be modified by the court to conform as closely as possible to its original intent without being invalid or unenforceable, and that in such form it be enforced. Invalidity or unenforceability of a provision herein shall not affect the validity or enforceability of any other provision herein. Failure to enforce one part of this agreement shall not be deemed a waiver of the entire agreement or of other sections, terms or conditions of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

Inventor (_____ Henry G. Ballard, Jr. _____)	Business Affiliate: (_____)
By: _____	By: _____
Date: _____	Date: _____