



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective from this day \_\_\_\_\_ by and between Biodiesel Business Plans ("Consultant") and \_\_\_\_\_ ("Client"), doing business as \_\_\_\_\_, and related to the project know as \_\_\_\_\_, located at \_\_\_\_\_.

*The spirit of this agreement is to prevent the unauthorized distribution of confidential information or intellectual properties of either party. Since it is generally understood that much of the value offered by the consultant is in the form of information, it is important to Biodiesel Business Plans that any information transferred to the Client is used solely for the above mentioned project and only by agents of that project. All persons working on the project are considered agents of this project are subject to this agreement.*

### 1 Confidential Information.

Consultant proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Client. Confidential Information shall include all data, materials written or otherwise, products, computer programs or files, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Client by Consultant. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Consultant or Client to disclose any information.

### 2 Client's Obligations.

A. Client agrees that the Confidential Information is to be considered confidential and proprietary to Consultant and Client shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Consultant, and shall disclose it only to its officers, directors, or employees, investors, or lending institutions working on this project with a specific need to know. Client will not disclose, publish or otherwise reveal any of the Confidential Information received from Consultant to any other party whatsoever except with the specific prior written authorization of Consultant.

B. Confidential Information furnished in tangible form shall not be duplicated by Client except for purposes of this Agreement. Upon the request of Consultant, Client shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Client's option, any documents or other media developed by the Client containing Confidential Information may be destroyed by Client. Client shall provide a written certificate to Consultant regarding destruction within ten (10) days thereafter.

### 3 Term.

The obligations of Client herein shall be effective for one year from the date Consultant last discloses any Confidential Information to Client pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Client, nor by the rejection of any agreement between Consultant and Client, by a trustee of Client in bankruptcy, or by the Client as a debtor-in-possession or the equivalent of any of the foregoing under local law.



