

CONFIDENTIALITY, NON-COMPETITION AND NON-CIRCUMVENTION AGREEMENT

This CONFIDENTIALITY, NON-COMPETITION AND NON-CIRCUMVENTION AGREEMENT ("Agreement") is entered into and made by and between Trinity Drying Systems LLC, its subsidiaries, parent, affiliates, successors and assigns (hereinafter "First Party") and _____, its subsidiaries, affiliates successors and assigns (hereinafter "Second Party"; "Parties" refers to both the First Party and the Second Party as the context may require).

RECITALS

WHEREAS, the Parties wish to discuss concept viability, technical merit, financial merit from aggregation and cost of feedstock through processing to distribution and value of products, among other things, potential financial and business transactions and other business opportunities between the Parties regarding the First Party's proprietary process and equipment for Raw Material Dehydration including, but not limited to, design, functionality, purpose, and method in regards to hemp, bio-mass, bio-waste, flora, and other relevant materials, (hereinafter the "Subject Matter"); and

WHEREAS, in connection with such discussions, the First Party may wish to disclose to the Second Party certain of its confidential, secret and proprietary information, including but not limited to patents, technologies, methods, trade secrets, know-how, analytical data, product information, product development, vendors, suppliers, customers, licenses, marketing strategies, business plans and financial data (hereinafter "First Party's Confidential Information"); and

WHEREAS, the Second Party may similarly wish to disclose to the First Party certain of its confidential, secret and proprietary information, including but not limited to patents, technologies, methods, trade secrets, know-how, analytical data, product information, product development, vendors, suppliers, customers, licenses, marketing strategies, business plans and financial data (hereinafter "Second Party's Confidential Information"; "Confidential Information" refers to both the First Party's Confidential Information and/or the Second Party's Confidential Information as the context may require); and

WHEREAS to ensure that each Party's interests and proprietary rights in its Confidential Information are protected and retained in trust and confidence by the other Party, the Parties desire to enter into an Agreement with respect to such Confidential Information and define the rights and obligations of the Parties with respect thereto.

NOW THEREFORE, in consideration of the foregoing recitals, the terms and conditions of this Agreement, and other good and valuable consideration, the First Party and the Second Party hereby agree as follows:

1. Each Party agrees that all Confidential Information which is disclosed to it by the other Party will be held in confidence for the exclusive benefit of the disclosing Party for a period of four (4) years from the date of disclosure;
2. Confidential Information includes all confidential and proprietary information identified as such and received by either Party from the other during any preliminary discussions and negotiations as contemplated in and/or involved with this Agreement. In addition, the fact that this Agreement has been executed, that Confidential

Information is being disclosed and that any talks or activity related to the Subject Matter are ongoing, shall be deemed Confidential Information.

3. Each Party shall hold the Confidential Information in confidence exercising a degree of care not less than the care used by the receiving Party to protect its own confidential, secret, and proprietary information, but not less than reasonable care, including assurance that the Confidential Information will only be disclosed to those of its directors, officers, employees, and advisors who have a need to know to evaluate the Subject Matter and that any of its partners, directors, officers, employees, agents, contractors, affiliates, attorneys and other advisors or representatives (collectively, "Representatives") to whom Confidential Information is disclosed are subject to the obligations set forth in this Agreement. The receiving Party shall be responsible for any breach of this Agreement by its Representatives.
4. Confidential Information covered by this Agreement shall not include any information or data:
 - (a) that at the time of disclosure was already in the public domain or becomes generally available to the public other than as a result of a disclosure by the receiving Party; and
 - (b) that was in the receiving Party's possession from another source prior to disclosure by the disclosing Party, or is subsequently disclosed to the receiving Party from another source, provided that such source is not known to the receiving Party to be bound by a confidentiality agreement with the disclosing Party, or otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation.
5. The receiving Party shall not use and shall cause its Representatives not to use any of the disclosing Party's Confidential Information except for the purpose for which it was disclosed, or as otherwise specifically authorized and instructed by authorized personnel of the disclosing Party. The receiving Party agrees not to use any of the Confidential Information received from the disclosing Party in order to circumvent or compete either directly or indirectly, or to assist any third party to circumvent or compete with the disclosing Party.
6. At any time upon the disclosing Party's request, the receiving Party shall surrender to the disclosing Party all Confidential Information which it may have received in tangible form from the disclosing Party, without retaining any copy or duplicate thereof, and it will destroy any and all material, written, printed or other information derived from or incorporating the Confidential Information.
7. In the event a receiving Party is requested or ordered by any court, agency or other governmental authority to disclose Confidential Information of the other Party, the receiving Party shall give the disclosing Party prompt written notice of such request in order that an appropriate protective order may be sought. To the extent permitted by law, each Party agrees not to oppose the others' efforts to prevent the disclosure of Confidential Information.
8. With respect to any Confidential Information disclosed hereunder, it is understood and agreed that the disclosing Party does not make any representations or warranties

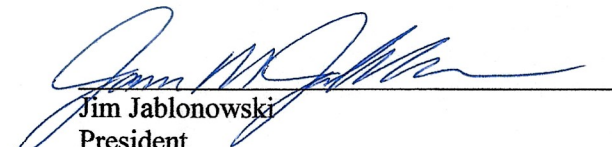
as to the accuracy, completeness or fitness for a particular purpose thereof. It is further understood and agreed that neither the disclosing Party nor its Representatives shall have any liability or responsibility to the receiving Party (except as pursuant to this Agreement) or to any other person or entity resulting from the use of any Confidential Information so furnished or otherwise provided.

9. Neither this Agreement, nor the transfer of Confidential Information hereunder shall be construed as granting any license or rights to Confidential Information owned or controlled by the disclosing Party to the receiving Party and all such Confidential Information shall remain the property of the disclosing Party.
10. The receiving Party agrees that it shall not, and shall cause its Representative not to, reverse-engineer any Confidential Information of the disclosing Party, remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any original or copies of the Confidential Information it obtains from the disclosing Party, or authorize any third party to do any of the foregoing.
11. **Non-Competition.** In the event that the Parties to this Agreement break off discussions and negotiations as contemplated in and/or involved with this Agreement such that the Parties chose not to continue such discussions and negotiations and chose not to enter into a subsequent business relationship, the receiving Party agrees not to, directly or indirectly, use any Confidential Information of the disclosing Party to compete with the Disclosing Party to disclose such Confidential Information to an unauthorized third party without the prior written consent of the disclosing Party.
12. **Non-Circumvention.** Both Parties agree not to circumvent or interfere with the interests of the other Party in connection with the discussions and negotiations as contemplated in and/or involved with this Agreement, the Subject Matter and the Confidential Information. Both Parties further agree not to negotiate any agreements related to the Subject Matter and Confidential Information with third parties to the exclusion of the other Party during the term of this Agreement.
13. Neither this Agreement, nor the disclosure of Confidential Information under this Agreement, nor the ongoing discussion and correspondence between the Parties, shall constitute or imply a commitment or binding obligation between the Parties (i) to disclose any specific Confidential Information; (ii) to make any monetary expenditures; or (iii) to enter into any subsequent business arrangements regarding the Subject Matter, or any other matter. If, in the future, the Parties elect to enter into a binding commitment regarding the Subject Matter, such commitment shall be explicitly stated in a separate written agreement executed by both Parties, and the Parties hereby affirm that they do not intend their discussions, correspondence and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them without execution of such separate written agreement.
14. Each Party agrees that injunctive relief and specific performance, in addition to other legal and equitable relief, is an appropriate remedy for any breach of this Agreement by the other Party and any person or entity subject to this Agreement.

15. The definitions and other information contained in the preamble to the Agreement form a part of this Agreement.
16. No failure or delay by either Party in exercising any rights, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other of further exercise of any right, power, or privilege hereunder.
17. The terms and provisions of this Agreement shall be binding upon and inure to the benefits of any successor of a Party hereto. This Agreement may not be assigned by a Party without the express written consent of the other Party, which consent may be withheld for any reason.
18. Each Party shall bear its own costs with respect to this Agreement.
19. In the event any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
20. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all other agreements and understandings, and shall be interpreted under the laws of Ohio, exclusive of conflict of law principles. No amendment hereof shall be binding unless made by written instrument signed by both parties hereto. This Agreement is not assignable and is binding on any successors of the receiving Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

First Party: Trinity Drying Systems LLC

By: 
Jim Jablonowski
Its: President

Date: _____

Second Party: _____

By: _____

Date: _____