

**CIRIS ENERGY, INC.**  
**9155 East Nichols Avenue, Suite 200**  
**Centennial, CO 80112**

January \_\_, 2012

University of Puerto Rico  
Department of Marine Sciences  
Main Building, Office 210  
Road 108, KM 1.0, Bo Miradero  
Mayaguez, PR 00680  
Attn: Dr. Govind Nadathur, Ph.D.

Re: **Confidentiality Agreement**

Dear Dr. Nadathur:

Ciris Energy, Inc., a Delaware corporation ("*Ciris*"), is interested in evaluating a potential relationship with you, Dr. Govind Nadathur ("*Receiving Party*"), for you to provide legal access to samples, isolates, organisms and other biological materials to Ciris for use in its proprietary technologies and processes. Receiving Party and Ciris are collectively referred to herein as the "parties," and each is individually referred to herein as a "party."

In order to evaluate this potential relationship, Ciris will directly or through its directors, officers, employees, agents, parent entities, subsidiaries, affiliates or advisors (including without limitation attorneys, accountants, consultants, investment bankers and financial advisors), furnish Receiving Party with certain information that is either non-public, confidential or proprietary in nature. As a condition to furnishing and receiving such information, Receiving Party and Ciris each agree to the following:

1. **Confidential Information.** "*Confidential Information*" means (a) any information, whether electronic, written or oral, regarding Ciris' confidential, technological, proprietary or non-public information that is disclosed (irrespective of the form of communication) by or on behalf of Ciris to Receiving Party, including without limitation information related to the business, operations, financial condition, assets or projections of Ciris as well as design studies, technical memoranda, research studies, laboratory and testing data, specifications, data and information, manufacturing and quality control records and procedures, research and development files and formulas and which has been delivered or disclosed either prior to or subsequent to the date hereof by or on behalf of Ciris to Receiving Party and (b) any notes, summaries, evaluations, analyses, studies, models, interpretations or other materials prepared by Receiving Party which contain or are based on, in whole or in part, any information described in clause (a) of this sentence. Confidential Information shall not, however, include any information which (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party in violation of this Agreement; (ii) was already in the rightful possession of Receiving Party at the time of disclosure by Ciris as shown by Receiving Party's files and

records prior to the time of disclosure; (iii) is obtained by Receiving Party from a third party, provided that such third party is not known by Receiving Party after due inquiry to be bound by a confidentiality agreement with Ciris; or (iv) is independently known or developed by Receiving Party without use of the Confidential Information, as shown by documents and other competent evidence in Receiving Party's possession.

2. Non-Disclosure and Non-Use. Receiving Party agrees that he shall not disclose any Confidential Information to third parties. Receiving Party agrees that he shall not use any Confidential Information for any purposes other than the discussion hereunder, and protecting his rights under this Agreement. Receiving Party agrees that he shall not use the Confidential Information in any way detrimental to Ciris or its stockholders. In addition, Receiving Party agrees that, without the prior written consent of Ciris, he shall not disclose to any person the fact that the Confidential Information has been made available to Receiving Party, that the discussions hereunder are taking place, or any of the terms and conditions with respect thereto (including the status thereof).

3. Maintenance of Confidentiality. Receiving Party shall take all reasonable measures (including without limitation initiating and prosecuting court proceedings), at its sole cost and expense, to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall exercise the same degree of care to protect Confidential Information as it does to protect its own confidential information, which shall in no event be less than reasonable care. Receiving Party shall not make any more copies of the Confidential Information than are necessary for the purposes of the discussions hereunder without the prior written approval of Ciris. Receiving Party shall reproduce Ciris' proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Receiving Party shall promptly notify Ciris in the event of any unauthorized use or disclosure of which it becomes aware of the Confidential Information.

4. Legally Required Disclosures. In the event that Receiving Party is requested or required (by law, regulation, oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process by a court of competent jurisdiction or by any administrative, legislative, regulatory or self-regulatory authority or entity) to disclose any Confidential Information, Receiving Party, to the extent permitted by law, shall provide Ciris with prompt written notice of any such request or requirement so that Ciris may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Ciris, Receiving Party is nonetheless legally compelled to make any such disclosure of Confidential Information to any person, Receiving Party, as applicable, may, without liability hereunder, disclose to such person only that portion of the Confidential Information that is legally required to be disclosed, provided that Receiving Party will use his commercially reasonable efforts to assist Ciris in obtaining an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such person. In any event, Receiving Party agrees that he shall not oppose any action by Ciris to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." CIRIS MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION, UNLESS OTHERWISE EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been or are disclosed to Receiving Party by Ciris, and all copies thereof which are in the possession of Receiving Party, shall be and remain the property of Ciris and shall be promptly returned to Ciris upon Ciris' written request, unless otherwise expressly agreed to in writing by the parties. To the extent that computer back-up procedures create copies of Confidential Information, Receiving Party may retain such copies in his archival or back-up computer storage for the period he normally archives backed-up computer records, which copies will be subject to the provisions of this Agreement until the same are destroyed. Notwithstanding the above, Receiving Party may retain Confidential Information as may be required to be maintained under applicable federal and state law.

8. No License. Nothing in this Agreement is intended to grant any rights to Receiving Party under any patent, patent applications, copyright, trademark, trade secret or other intellectual property rights of Ciris, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information except as expressly set forth herein.

9. Entire Agreement. This document contains the entire agreement between the parties with respect to the subject matter hereof. There are no oral agreements between the parties with respect to the subject matter hereof.

10. Disputes; Remedies. All disputes which may arise between the parties in connection with this Agreement shall be settled by final and binding arbitration pursuant to the expedited Commercial Arbitration Rules of the American Arbitration Association (the "Rules") by one arbitrator appointed in accordance with the Rules. The seat of the arbitration shall be in Denver, Colorado. Judgment upon any award rendered in such arbitration may be entered in any court of competent jurisdiction. Notwithstanding the foregoing provisions of this paragraph, each party agrees and acknowledges that monetary damages may not be a sufficient remedy for any violation or threatened violation of this Agreement and that any violation or threatened violation of this Agreement will cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to any other rights and remedies available to such parties at law or in equity. In the event of any arbitration or litigation pursuant to this Agreement, the non-prevailing party shall be required to reimburse the prevailing party for all its reasonable attorneys' fees and other costs and expenses incurred in such arbitration or litigation.

11. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without reference to conflict of laws principles.

12. Severability. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable, and, to the fullest extent permitted by law, such offending term or terms shall be replaced with an enforceable term or enforceable terms that as nearly as possible effect the parties' intent.

---

13. Amendment; Waiver. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

14. Assignability; No Third Party Beneficiaries. No party may assign its rights or obligations hereunder without the other parties' written consent. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns.

15. Term. This Agreement shall terminate five (5) years from the date hereof.

*[Signature Page Follows]*

---

Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and Ciris.

Very truly yours,

**CIRIS ENERGY, INC.**

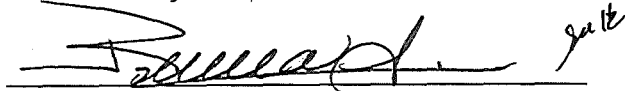
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed as of the date  
first written above:

**Dr. GOVIND NADATHUR, Ph.D.**

---

**Dr. Jorge Rivera Santos, Ph.D., PE**  
**Chancellor, UPRM R&D Center**

 *JRS*

## NONDISCLOSURE AGREEMENT

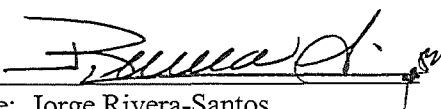
This Nondisclosure Agreement ("Agreement") is between the undersigned and Joule Unlimited Technologies, Inc. For valuable consideration, the parties agree as follows:

1. In connection with a contemplated business relationship between the parties, each party has disclosed or may disclose to the other information, whether written, oral or graphic, which has commercial and/or other value in the disclosing party's business including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs (whether in object code or source code), databases, descriptions of functions and features of software, technical drawings, designs, algorithms, technology, circuits, layouts, designs, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, marketing, financial, and product development plans, supplier information, client or customer lists, forecasts, strategies and other confidential or proprietary information ("Proprietary Information"). Proprietary Information includes the existence of business discussions between the parties.
2. Each party agrees (a) to hold the other party's Proprietary Information in strict confidence and to take all precautions to protect such Proprietary Information as the receiving party employs with respect to its most confidential materials, but in no case shall the receiving party employ less than reasonable precautions, (b) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (c) not to make any use whatsoever at any time of such Proprietary Information except for the sole limited purpose of evaluating the Proprietary Information internally to determine whether to enter into the contemplated business relationship and to perform thereunder if a relationship is consummated, (d) not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Proprietary Information, and (e) to promptly notify the other of any unauthorized disclosure or use of the other's Proprietary Information and take all steps reasonably requested by the other party to remedy the same. Receiving party shall not disclose or disseminate the other's Proprietary Information to anyone other than receiving party's employees who have a legitimate "need to know" and are bound in writing to confidentiality obligations at least as restrictive as this Agreement.
3. Proprietary Information does not include information that is (a) publicly available through no improper action or inaction by the receiving party, (b) properly known by the receiving party, without restriction, prior to receipt from the other as demonstrated by competent written evidence, (c) lawfully obtained by the receiving party from a third party and such third party has no restriction against disclosure, or (d) independently developed by the receiving party without use of Proprietary Information. Any combination of features shall not be deemed to be within any of the foregoing exceptions merely because individual features are within any of the foregoing exceptions, unless the combination of features disclosed is within any of the foregoing exceptions. Receiving party may make disclosures required by law or in a judicial or other governmental investigation or proceeding provided the receiving party promptly notifies the other party to determine a mutually agreed scope of disclosure or, if unable to reach agreement, uses reasonable best efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the other party to participate in the proceeding.
4. Receiving party acknowledges and agrees that, as between the parties, the Proprietary Information is and shall remain the sole and exclusive property of the disclosing party. Immediately upon (a) the decision by either party not to enter into the contemplated relationship or (b) a request by the disclosing party at any time, the receiving party will immediately cease all use of and return to the other party all the other party's Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. Receiving party understands that nothing herein (i) requires the other party to disclose any Proprietary Information, which shall be disclosed to the receiving party, if at all, solely at the option of the other party, (ii) requires the other party to negotiate or proceed with any contemplated relationship, or (iii) requires the other party to refrain from any other project with any third party, even if such third party projects relate to possible business relationships similar or identical to those contemplated hereunder (so long as there is no breach of this Agreement).

5. Each party acknowledges and agrees that due to the unique nature of the other party's Proprietary Information, there can be no adequate remedy at law for any breach of the receiving party's obligations hereunder and that any such breach or any unauthorized use or release of any Proprietary Information of the other party will cause irreparable harm to such other party, and therefore, that upon any such breach or any threat thereof, the other party shall be entitled to seek, without posting of bond or other security, appropriate equitable relief, including specific performance and both temporary and permanent injunctive relief, in addition to whatever remedies it might have at law.

6. The parties are independent contractors. Nothing in this Agreement grants any right or license to any intellectual property or makes any representation or warranty, express or implied, with respect to the Proprietary Information. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. This Agreement shall be binding on successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but altogether constitute one and the same instrument. Facsimile signatures will be considered original signatures.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
By:   
Name: Jorge Rivera-Santos  
Title: Chancellor  
Date:  
Address:

JOULE UNLIMITED TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:  
Date:  
Address: 83 Rogers Street  
Cambridge, MA 02142