



## DEED OF CONFIDENTIALITY

This Deed is made on the day of the Confidant registering to receive the Information Memorandum from the Company, by the person and/or persons making application for the Information Memorandum, of/and any company, organization or third person they represent, to be referred to herein as the "Confidant"

and

**National Biodiesel (Pty) Limited ("National" or "the Company")**

- a. National and the Confidant ("Parties") intend to hold discussions in which either party may disclose "Confidential Information" (subsequently defined herein) to the other.
- b. The Parties do not want either the existence or substance of the discussions to be disclosed to anybody else.
- c. Each party wishes to protect its Confidential Information from disclosure or use by the other party, or anybody else.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. The Parties mutually agree that each will not disclose the nature or the substance of the discussions to anybody else, unless required by law, regulation or judicial proceedings. The Parties acknowledge that a breach of this clause may cause the non-disclosing party significant loss.

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**NATIONAL BIODIESEL (PTY) LIMITED**

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2. **“Confidential Information”** means any technical or commercial information disclosed by one party to the other. Such disclosure may be made orally, in writing or through any other medium.

**“Confidential Information”** does not include any information disclosed, either before or after the date herein, that:

- a) Has become publicly available information other than as a result from a breach of this Deed;
  - b) Has been rightfully received from a third party, to the receiving party's knowledge, without restriction on disclosure, and who was, to the receiving party's knowledge, in lawful possession of such information without breach of this Deed;
  - c) Has been known to the receiving party prior to disclosure of the same information; or
  - d) Is required to be disclosed in accordance with the law, the ASX/JSE/LSE Listing Rules, regulations or judicial process, but only to the extent and purpose for which disclosure is required.
3. The Parties mutually agree not to use, apply or exploit in any way any of the Confidential Information disclosed to each other, without prior consent of the confiding party. The Parties acknowledge that there is no obligation to grant such consent.
4. The Parties mutually agree to hold each other's Confidential Information in strict confidence and shall not, without prior written consent of the confiding party, disclose,

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publish or make known the Confidential Information to any person. The Parties acknowledge that there is no obligation to grant such consent.

5. The Parties may disclose Confidential Information to their respective employees, contractors, shareholders, lawyers, affiliates or agents but only to the extent necessary for the purposes for which the Confidential Information was disclosed. The Parties agree to instruct such employees, contractors, lawyers, affiliates or agents to observe the obligations of confidentiality as set forth in clause 4, as if such people were the Parties themselves.
6. The Parties acknowledge that Confidential Information includes proprietary property of the confiding party and that any breach of this Deed may cause loss.
7. The Parties expressly agree that any breach of the obligations of this Deed by the employees of a party shall be deemed to be a breach of this Deed by that party, and that that party will be liable itself for any losses, damages (both direct and consequential) or expenses (including all judicially awarded legal costs) sustained by the confiding party as a result of any such breach.
8. The Parties acknowledge that, in the event of a breach of this Deed, there may not be an adequate remedy at law for any breach of this Deed and the confiding party, in addition to any other rights and remedies it might have in law or equity, shall be entitled to specific performance of the Deed and an injunction restraining any breach.
9. The Parties agree to return within 14 days all plans, drawings, listings, notes, correspondence and any other tangible items representing each respective party's Confidential Information, and all copies thereof (to the extent practicable in the case of electronically stored Confidential Information), upon written request by either party.

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10. This Deed shall remain in effect for a period of 2 ("two") years from the date herein.
  11. Clauses 3 to 9 inclusive shall not merge on the termination or expiry of this Deed.
  12. This deed may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
  13. This Deed shall apply to and bind the Parties and/or their legal successors and is governed by, and construed in accordance with, the laws of the Commonwealth of Australia.