

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT
HCE Business Plan

THIS AGREEMENT, entered into on the date of the last signature below, by and between HCE, LLC, (hereinafter referred to as "HCE") and

(hereinafter referred to as "the Disclosee").

WHEREAS, HCE owns a hydrogen and electricity production process termed the "Integrated Plasm Fuel Cell" (IPFC) process and has developed a business plan associated with the commercialization of that process;

WHEREAS, the business plan contains a unique compilation of public information and business confidential information, which together constitutes HCE Proprietary Information regarding the IPFC process and its potential in the marketplace; and,

WHEREAS, Disclosee desires to review the business plan and possibly be provided other HCE Proprietary Information divulged for the purpose of evaluating Disclosee's potential investment in HCE:

NOW, THEREFORE, it is hereby agreed between the Parties as follows:

1. HCE will divulge certain HCE Proprietary Information to Disclosee pursuant to the conditions set forth below. HCE Proprietary Information for purposes of this agreement includes HCE's business plan, and any other nonpublic information about HCE's commercialization plan and business investment opportunities conveyed to Disclosee by HCE, HCE's owners or HCE's employees.
2. Upon execution of this Agreement, a confidential relationship shall arise between HCE and Disclosee and Disclosee agrees to hold in confidence all HCE Proprietary Information disclosed to him/her by HCE, to not disclose such HCE Proprietary Information to anyone except such Disclosee's employee or agent as Disclosee may deem necessary or appropriate, and to not use such HCE Proprietary Information in circumvention of HCE or for a purpose inconsistent with evaluating possible investments in HCE.
3. Disclosee shall assure, and hereby warrants, that HCE Proprietary Information, which Disclosee reveals to employees or agents will be treated with the same conditions of disclosure and use as is applicable to Disclosee. Disclosee agrees report to HCE, immediately upon Disclosee's discovery, any information concerning the disclosure of HCE Proprietary Information by others.
4. The HCE Proprietary Information referred to hereunder is furnished to Disclosee for evaluation in order that Disclosee may determine his/her interest in investing in HCE and will not be used by Disclosee for any other purpose whatsoever.
5. This Agreement shall expire five (5) years from the date first written above. All HCE Proprietary Information disclosed during the term of this Agreement remains protected by this Agreement in perpetuity unless such information becomes public from another source.
6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but Disclosee shall not assign this Agreement without the prior written consent of HCE.
7. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties thereto.
8. Nothing in this Agreement shall constitute the transfer of rights in any HCE Proprietary Information to Disclosee.
9. The waiver by either party of the breach of any provision of this Agreement by the other party will

not operate or be construed as a waiver of any subsequent breach.

10. If any party fails to abide by this Agreement, the other party will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by such breach, including attorney fees, and to any other remedies provided by applicable law.

11. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and by entering into this Agreement, Disclosee agrees to subject himself/herself to the jurisdiction of any court within the State of Virginia.

12. This Agreement may be executed in several counterparts and all so executed will constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

HCE, LLC

	(seal)		(seal)
(electronic signature)		(electronic signature)	
By: Louis Ventre, Jr., Executive VP		By:	
HCE, LLC			
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Email: ventre@hceco.com		Email:	
Date		Date	