

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date set forth below ("**Effective Date**"), by Pluritas, LLC on behalf of the bankruptcy estate of SulphCo, Inc. ("**Disclosing Party**"), with the undersigned Receiving Party ("**Receiving Party**").

In consideration of the delivery by Disclosing Party of Confidential Information as defined below, and to induce delivery of Confidential Information, Receiving Party agrees as follows:

1. Confidential Information

1.1 "Confidential Information" means any written information that is marked as confidential and disclosed by Disclosing Party to Receiving Party which relates to the offer or sale of certain assets of the SulphCo, Inc., bankruptcy estate ("Estate"), by the Bankruptcy Trustee. Confidential Information includes without limitation, any license agreements, economic models, mass balance formulations, technology (such as technical drawings, designs, schematics, algorithms, technical data, etc.), products, trade secrets, know-how, formulas, processes, ideas, inventions (whether or not patentable), and memoranda describing the foregoing.

1.2 Confidential Information shall not include any information that: (i) is or falls into the public domain without fault of Receiving Party; (ii) Receiving Party can show by written documentation was in its possession without any obligation of confidentiality prior to receipt thereof from Disclosing Party; (iii) is independently developed by Receiving Party without the benefit of any Confidential Information of Disclosing Party; or (iv) is obtained by Receiving Party from a third party without any obligation of confidentiality to Disclosing Party.

2. Nondisclosure Obligations

2.1 Confidential Information of Disclosing Party shall be used by Receiving Party solely for the purpose of evaluating whether or not Receiving Party wishes to participate in an auction of certain intellectual property of the Estate and shall not be used for any other purpose. Receiving Party shall hold Confidential Information in strictest confidence at all times in perpetuity and shall not disclose Confidential Information without the prior written consent of Disclosing Party. Receiving Party may disclose Confidential Information to its employees and consultants only on a need-to-know basis provided that such employees and consultants shall have executed appropriate written agreements to ensure compliance with all the provisions of this Agreement. Receiving Party agrees to take all reasonable measures to protect Confidential Information from falling into the public domain or the possession of persons other than those persons authorized to have any such Confidential Information, which measures shall include the highest degree of care that such party utilizes to protect its own information of a similar nature, but in no event less than a reasonable degree of care.

2.2 Nothing in this Agreement shall prohibit Receiving Party from disclosing Confidential Information if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("**Required Disclosure**"); provided that Receiving Party shall (i) give Disclosing Party prompt notice of such Required Disclosure prior to disclosure; (ii) cooperate with Disclosing Party in the event that Disclosing Party elects to contest such disclosure or seek a protective order with respect thereto, and/or (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by Required Disclosure.

3. General Provisions

3.1 All Confidential Information provided by Disclosing Party is and shall remain the property of its owner. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information of, or under any patent, copyright, trademark or trade secret of, Disclosing Party or any other person.

3.2 ALL CONFIDENTIAL INFORMATION FURNISHED UNDER THIS AGREEMENT IS PROVIDED BY DISCLOSING PARTY "AS IS, WITH ALL FAULTS." DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE, NONINFRINGEMENT OR OTHER ATTRIBUTES OF ITS CONFIDENTIAL INFORMATION.

3.3 Upon request by Disclosing Party at any time, Receiving Party shall return to Disclosing Party all copies or extracts of Disclosing Party's

Confidential Information, in any medium, or certify, in writing by an authorized officer of Receiving Party, the destruction of the same to Disclosing Party.

3.4 Neither party may assign nor transfer this Agreement or any of its rights hereunder or delegate any of its obligations hereunder (whether by merger, operation of law or in any other manner) without the prior written consent of the other party, which consent may be withheld at such party's sole discretion, provided that Disclosing Parties are intended beneficiaries of this Agreement and entitled to enforce it against Receiving Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties, their permitted successors and permitted assigns.

3.5 Receiving Party may not remove or export from the United States any Confidential Information of Disclosing Party except in compliance with, and with all licenses and approvals required under applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

3.6 Nothing in this Agreement shall be construed to require either party to negotiate or enter into any business transaction with the other party and any such business transaction shall be governed solely by its applicable written agreement entered into by the parties if, when and as executed by the parties.

3.7 This Agreement does not create any agency or partnership relationship.

3.8 This Agreement shall be construed and governed by the laws of the State of Texas, without giving effect to its conflicts of law principles. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in, either US Bankruptcy Court for the Southern District of Texas, Houston Division or the state courts of the State of Texas, if such courts have subject matter jurisdiction.

3.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. It shall not be modified except by a written agreement signed by both parties. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

EFFECTIVE DATE: _____

**DISCLOSING PARTY: BANKRUPTCY ESTATE OF
SULPHCO, INC.**

By: _____
Name: Lowell Cage
Title: Trustee

DISCLOSING PARTY: PLURITAS, LLC

By: _____
Name: Robert Aronoff
Title: Managing Partner

RECEIVING PARTY: _____

By: _____
Name: _____
Title: _____
Address: _____
email: _____