**Heads of Terms of Joint Venture**

Parties

Mark Howitt: Mark Aidan Howitt, inventor of the relevant technologies, founder of Cleanergi.

Cleanergi: Cleanergi Ltd , Company registered in England and Wales, number 15818343.

You / Your: XXXX

Intention

Mark Howitt, Cleanergi and You wish to enter in to a non-exclusive Joint Venture (JV) to develop projects within Your country and potentially elsewhere.

This Heads of Terms assumes that Cleanergi and You (“both companies”) each pay for their own work. If Cleanergi were to fund some or all of Your work, then Cleanergi would increase its proportion of the shareholding in the Joint Venture accordingly.

Basis of the Joint Venture

The Joint Venture shall have 50/50 shareholding between me / my company (Cleanergi Ltd) and You / Your company, with the main responsibilities below.

The Intellectual Property (IP) (broadly defined) of each Party shall continue to be owned by such Party. Such IP as is owned by such Party at the date of this Agreement shall be that party’s Underlying IP. Any development in and of any Party’s Underlying IP during the course of this agreement shall reside wholly in the company to which such Underlying IP belongs. If such development appertains to the Underlying IP of both Parties, then the Parties shall agree to which Party the IP belongs and the other Party shall have free license to use it; alternatively the Parties may agree on joint ownership or some other suitable arrangement.

Similar provisions shall be made in contracts between the JV and other parties.

1% royalty will be payable to Mark Howitt personally, or such recipient(s) as determined and directed by Mark Howitt at his own discretion, on the capital costs and turnover of the CleanCAES™ plant, CleanStart™, hydrogen storage, CleanGrid™ and CleanParkTM clean energy park, related technologies and other inventions / innovations / ideas / initiatives of Mark Howitt, regardless of Intellectual Property (IP) ownership, as I am the inventor. Capital costs include project development costs such as but not limited to feasibility and environmental studies, planning applications and other pre-construction work, as well as to all work related to the construction, permitting and commissioning of any project. The same will apply to all Cleanergi intellectual property.

1% royalty similarly will be payable to Cleanergi.

Responsibilities of Both Companies

Both companies shall be responsible as far as is reasonably possible for matters including but not limited to:

1. Maintaining good professional standards of work in every aspect;
2. Avoiding where reasonably possible all conflict and infringement of law, conflict of interest, unethical behaviour, and adverse publicity;
3. Developing and maintaining good relationships with partners, suppliers, customers, collaborators and stakeholders;
4. When and where appropriate, overseeing, guiding and supporting businesses / offices / representation for the JV, and their activities;
5. Securing appropriate funding for the JV and/or any developments / plants, and adhering to its terms and conditions;
6. Each party shall support the other in its Responsibilities as listed below.

Responsibilities of Your Company

Your company would be responsible for in-country (that is, both where You are based and wherever the project may be) work, including but not limited to:

1. Establishing and maintaining the JV and/or any Special Purpose Vehicle / Company (SPV) legally when and where appropriate; and ensuring that all legislative, fiduciary, regulatory etc. duties are performed and complied with;
2. Where appropriate for any project or business activity, securing the land and related rights (including but not limited to geological, water abstraction, brine disposal, environmental) –
   * The meaning here of "Securing" depends largely on the interests of the current owner, e.g. purchase (preferred), long-duration (e.g. 100+ years) lease, joint venture (though their stake would be a small minority);
3. Overseeing project development in-country;
4. Location / market specific aspects of trading and operating developments;
5. Securing and maintaining political and public administration support;
6. Securing, maintaining and administering public funds and/or other public support, where appropriate and available;
7. Establishing and maintaining appropriate in-country partnerships and supplier / customer / tenant etc. relationships.

Responsibilities of Cleanergi

Cleanergi would be responsible for all IP-related work, including but not limited to:

1. Providing access to Cleanergi’s IP, especially CleanCAES™, CleanStart™, CleanGrid™ and CleanParkTM;
2. Further developments of the IP;
3. The control system / methodology / agreements for the relevant IP;
4. Technology / capability specific aspects of trading and operating developments;
5. Overseeing the design, construction & operation of installations using Cleanergi’s IP;
6. Providing technical support to Your company / the JV;
7. Supporting interactions with, and outlining the benefits (and, where applicable, obligations) for, each partner / tenant / stakeholder, including grid operator and various levels and departments of public administration.

Signatures

Signed for You / Your company: ……………………………………………...

Name and position of signatory: ……………………………………………...

You / Your company name: ……………………………………………...

Date: ……………………………………………...

Signed for Cleanergi and Mark Howitt: ……………………………………………...

Name and position of signatory: Mark Aidan Howitt, Director of Cleanergi

Date: ……………………………………………...