



Exhibit 2

CONFIDENTIAL DISCLOSURE AGREEMENT

The **Wyoming Energy Authority (“WEA”)**, 325 W. 18th St., Suite 1, Cheyenne, Wyoming 82001, understands that [Submitting Company Name and Address] **Insert here (“Company”)** wishes to disclose to the **WEA** information related to “State of Wyoming Solid Fuels to Hydrogen Initiative” hereinafter referred to as “Proprietary Information” for evaluation purposes. All Proprietary Information shall be disclosed in writing and identified by Company as confidential or proprietary, or disclosed orally and then promptly reduced to writing and identified in such writing by **Company** as confidential or proprietary.

The **WEA** agrees (i) to hold Proprietary Information in confidence and to take all reasonable precautions to protect such Proprietary Information including, without limitation, all precautions that the **WEA** employs with respect to its confidential materials, (ii) not to divulge any Proprietary Information or any information derived therefrom to any third party, (iii) not to make copies of any Proprietary Information except as necessary for the purpose expressly allowed hereunder, (iv) not to use the Proprietary Information for any commercial purposes, except with the prior agreement of Company. Disclosure of Proprietary Information by the **WEA** shall only be made to those employees, directors, officers, consultants, and outside reviewers who have a need to know the Proprietary Information for the purpose described above and who are under similar obligations of confidentiality and non-use. Should the **WEA** be required by judicial or other governmental authority to disclose Proprietary Information, it shall inform and cooperate with Company in responding to such requirement.

The foregoing obligations shall not apply with respect to information the **WEA** can document (i) is in or enters the public domain through no improper action or inaction by the **WEA**, or (ii) was in its possession or known by it prior to receipt from **Company**, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed by the **WEA** or its employees, without use of the subject Proprietary Information.

The **WEA** understands that nothing herein (i) requires the disclosure of any Proprietary Information; Proprietary Information shall be disclosed, if at all, solely at the option of **Company** or (ii) requires **Company** to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed.

The **WEA** does not waive its sovereign immunity or its governmental immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regard to any action based on this agreement. The laws of Wyoming shall govern this agreement.

This agreement is effective on the date of last signature hereto. This agreement shall expire one (1) year from the effective date, and all Proprietary Information shall be subject to the restrictions of this agreement for five (5) years after expiration.

Wyoming Energy Authority	Insert Submitting Company Name
By:	By:
Title:	Title:
Date:	Date: