

# **EXHIBIT B**

**CONSULTING, CONFIDENTIALITY,  
NONCOMPETITION AND INVENTIONS AGREEMENT**

THIS AGREEMENT is made and entered into as of the 10<sup>th</sup> day of May, 2015, by and between INDUSTRIAL HEAT, LLC, a Delaware limited liability company ("Company"), and DEEP RIVER VENTURES, LLC, a North Carolina limited liability company (the "Consultant").

WITNESSETH:

WHEREAS, Consultant has been providing services to the Company since May 1, 2013 and Consultant and the Company desire to confirm and continue the engagement of the Consultant on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

A. SCOPE OF WORK.

Company hereby engages the Consultant to continue to provide the following services to the Company: maintaining relationships with inventors and others in the field commonly known as low energy nuclear reactions (the "Field"), identifying investment and strategic partnership opportunities in the Field, staying abreast of all new developments in the Field and routinely reporting such developments to Company management, assisting with overall business, intellectual property and commercialization strategy, and providing assistance in other capacities as requested by the Company (the "Work"), and the Consultant hereby accepts such engagement and agrees to continue to perform the Work, all under the terms and conditions set forth in this Agreement. The Consultant shall furnish all labor, materials, equipment and supervision, and all other services and items, that are necessary in order for the Work to be completed as provided herein; provided, however, that Consultant agrees that all Work will be performed primarily by [REDACTED] and that Consultant will not permit any other personnel to perform the Work to whom Company may raise any reasonable objection. The Work shall be performed at locations specified by Company and as performance of the Work may require from time to time. In connection with the Work, the Consultant agrees to provide Company with such reports and presentations concerning the Work as Company may reasonably require; provided, however, that the form, style and content of such reports and presentations shall be determined by Consultant.

B. PAYMENT.



C. EXPENSES.

Industrial Heat shall reimburse Consultant for reasonable travel and other expenses Consultant incurs in connection with performing the Work. To obtain reimbursement, Consultant shall submit to Industrial Heat an invoice describing the Work performed and expenses incurred under this Agreement.

Industrial Heat shall provide any documentation requirements and any travel policy restrictions to Consultant in writing in advance, or be foreclosed from relying on such requirements and restrictions to deny reimbursement. Industrial Heat shall pay to Consultant invoiced amounts within thirty (30) days after the date of invoice.

D. INDEPENDENT CONTRACTOR.

The Consultant is and shall remain an independent contractor in rendering services to Company pursuant to this Agreement. Consultant shall not be deemed an employee, partner, agent of or joint venturer with Company or any of its affiliates for any purpose, and neither the Consultant nor anyone acting on its behalf shall be authorized to enter into any contract or commitment on behalf of Company or any of its affiliates or otherwise bind Company or any of its affiliates in any way. This Agreement shall impose no obligation on Consultant or the Company to enter into any transaction, venture, or undertaking not specifically provided for in this Agreement. Consultant and its employees, agents or other personnel, if any, shall have no claim against Company or any of its affiliates hereunder or otherwise for employee benefits of any kind, including without limitation vacation pay or sick leave, health or disability benefits, unemployment insurance benefits, retirement benefits, or workers' compensation. Consultant shall be solely responsible for its own personal income or other taxes with respect to its compensation hereunder, and Company shall not be responsible for withholding taxes or any other amounts with respect to the Consultant's compensation.

E. CONSULTANT REPRESENTATIONS AND COVENANTS.

Consultant agrees to perform the Work in a workmanlike and professional manner, promptly and with due diligence and care, and in accordance with all applicable laws, regulations and ordinances, utilizing qualified and suitable personnel, equipment and materials, as necessary. Consultant represents and warrants to Company that it possesses the expertise, capability, equipment and personnel necessary to perform the Work properly and that it has all licenses and permits, if any, that are required for the Work.

F. NATURE OF ENGAGEMENT; CONFLICTS OF INTEREST.

It is understood that Consultant is engaged on a non-exclusive basis and that Consultant shall remain free to provide services to other parties during the term hereof, provided that such other services by Consultant do not unreasonably interfere with or impair Consultant's ability to provide services as contemplated hereunder on a timely basis and do not conflict with, and are not competitive in any way with, the activities of Company or its clients and do not violate Section M, N or O hereof. Consultant has informed Company of any potential conflict it has or anticipates may arise as of the date of this Agreement and shall inform Company of any potential conflict that may arise during Consultant's engagement by Company.

G. INSURANCE.

Consultant shall procure such insurance coverages as Company may require or as are otherwise appropriate in connection with the operation of Consultant's business. All such coverages shall be maintained during the term of this Agreement at the Consultant's sole expense and with insurance companies acceptable to Company. All insurance policies required hereunder shall be in such form and shall contain such limits of liability and endorsements as may be satisfactory to Company. Upon request of Company at any time, certificates of insurance, or certified copies of policies acceptable to Company, shall be filed with Company to evidence the coverages required hereunder.

accounting professionals who require the information to provide services to Consultant, or as required by law, or in connection with the performance of Consultant's duties on behalf of the Company.

#### L. MAINTENANCE AND RETURN OF COMPANY MATERIALS

All Company Materials are and shall be the sole property of the Company. Consultant agrees that during the Relevant Period, Consultant will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as Consultant is required to do in connection with performing its duties on behalf of the Company. Consultant further agrees that, immediately upon the termination of the Relevant Period for any reason, or during the Relevant Period if so requested by the Company, Consultant will return to the Company or its designee all Company Materials, apparatus, equipment and other physical property of the Company, or any reproduction of such property, excepting only Consultant's (i) personal copies of records relating to its compensation; and (ii) copy of this Agreement.

#### M. NONSOLICITATION OF COMPANY EMPLOYEES

During the Relevant Period and for a period of eighteen (18) months thereafter, Consultant will not (i) encourage or solicit any employee or consultant of the Company to leave the Company for any reason; (ii) assist any other person or entity in such encouragement or solicitation; or (iii) hire or assist in hiring or retaining any such employee or consultant, for itself or for or on behalf of any other person or entity. As part of this restriction, Consultant will not interview any such person or provide any input to any third party regarding any such person during the period in question.

#### N. NONSOLICITATION OF CUSTOMERS AND VENDORS

During the Relevant Period and for a period of eighteen (18) months thereafter, Consultant will not directly or indirectly, for itself, or on behalf of any other person, firm or business entity, (a) solicit, divert or take away, or attempt to solicit, divert or take away, any Covered Customer of the Company or (b) disrupt or appropriate the relationship between the Company and any vendor to the Company. For purposes of this Agreement, "*Covered Customer*" shall mean any customer of the Company or any prospective customer of the Company to whom the Company has made a specific proposal if Consultant was involved in such proposal or whose business or needs Consultant gained information about on behalf of the Company during the twelve (12) months immediately prior to the effective date of termination of the Relevant Period.

#### O. NONCOMPETITION

Consultant agrees that, during the Relevant Period and for a period of eighteen (18) months thereafter, Consultant will not, either directly or indirectly, on its own behalf or in the service or on behalf of others as a manager, supervisor, administrator, consultant, employee, director, officer or in any other capacity which involves any duties and responsibilities similar to those undertaken for the Company, (i) engage in any activity in or related to the Field for a Competing Business within the United States and within any other country or territory in which the Company does business or markets its Products or is actively planning to do so at the time of termination of Consultant's relationship with the Company or (ii) have any financial interest in or own any interest in (other than less than one percent of the outstanding shares of a corporation whose shares are publicly traded) any Competing Business. For purposes of this Agreement, "*Competing Business*" means any business enterprise, entity or organization of whatever form engaged, either directly or indirectly, in any business or enterprise that competes against the Company, develops, markets, distributes or sells any intellectual property, technology, products or services which are competitive to the intellectual property, technology, products or services under

development, developed, marketed, sold or distributed by the Company or its affiliated companies; or utilizes information or intellectual property that is the same or similar to, or provides the same or similar functionality as, the technology or products marketed, sold or distributed by the Company or its affiliated companies.

P. DISCLOSURE OF DEVELOPMENTS TO THE COMPANY.

As used in this Agreement, "**Developments**" mean any invention, discovery, idea, process, technique, know-how and data, improvement, technology, algorithms, trade secret, design, graphic, work of authorship, source, HTML and other code, computer program, audio, video or other files or content, whether or not patentable or copyrightable, that relates to the Field or otherwise relates to the business of the Company. Consultant agrees to maintain adequate and current written records and promptly disclose in writing to the Company, all Developments, made, discovered, conceived, reduced to practice or developed by Consultant, either alone or jointly with others, during the Relevant Period.

Consultant will also disclose to the Company all Developments made, discovered, conceived, reduced to practice, or developed by it, either alone or jointly with others, within eighteen months following the end of the Relevant Period that resulted, in whole or in part, from Consultant's prior relationship with the Company. Such Developments, upon the request of the Company, shall be assigned to the Company in accordance with Section Q below. Consultant will not disclose Developments covered by this Section P to any person outside the Company unless Consultant is requested to do so by management personnel of the Company.

Q. OWNERSHIP OF DEVELOPMENTS.

1. Generally.

Consultant agrees that all Developments which Consultant makes, discovers, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during the Relevant Period shall be the sole property of the Company as described in this Section Q below.

2. Works Made for Hire.

The Company shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with all Developments, subject to Consultant's rights in and to any Pre-Existing Developments (as defined below in Section Q(3)). Consultant further acknowledges and agrees that such Developments, including, without limitation, any computer programs, programming documentation and other works of authorship, are "works made for hire" for purposes of the Company's rights under copyright laws. Consultant hereby assigns to the Company any and all rights, title and interest Consultant may have or acquire in all such Developments.

3. Pre-Existing Developments.

Consultant has attached hereto as Exhibit A a complete list of all Pre-Existing Developments to which Consultant claims ownership as of the date of this Agreement and that Consultant desires to specifically clarify are not subject to this Agreement, and Consultant acknowledges and agrees that such list is complete. If no such list is attached to this Agreement, Consultant represents that Consultant has no such Pre-Existing Developments at the time of signing this Agreement. For the purposes of this Agreement, "Pre-Existing Developments" means all Developments which were made by Consultant prior to the commencement of the Relevant Period, which belong solely or jointly with another to Consultant,

within or outside the scope of the Work, and all intellectual property rights thereto, which are not assigned to the Company hereunder. In the event Consultant incorporates Pre-Existing Developments into any deliverables resulting from Consultant's performance of the Work, Consultant hereby grants to the Company a nonexclusive, worldwide, royalty-free, irrevocable, perpetual, transferable and sublicensable (direct and indirectly through multiple tiers) license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works of such Pre-Existing Developments as incorporated in such deliverables and any derivative works thereof.

4. Cooperation.

Consultant agrees to perform, during and after the Relevant Period, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in further evidencing and perfecting the assignments made to the Company under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Developments and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Consultant's agents and attorney-in-fact to act for and on its behalf and instead of it, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth in this subsection 4, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Developments and improvements thereto with the same legal force and effect as if executed by Consultant.

5. Assignment or Waiver of Moral Rights.

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "*Moral Rights*"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Consultant hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent.

R. COMPANY AUTHORIZATION FOR PUBLICATION

Prior to Consultant submitting or disclosing for possible publication or dissemination outside the Company any material prepared by Consultant that incorporates information that concerns the Company's business or research concerning the Company's business, Consultant agrees to deliver a copy of such material to the Company. Within 30 days following such submission, the Company agrees to notify Consultant in writing whether the Company believes such material contains any Proprietary Information or Developments, and Consultant agrees to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Developments. Consultant further agrees to obtain the written consent of the Company prior to any review of such material by any person outside the Company.

S. FORMER EMPLOYER INFORMATION

Consultant represents that its performance of all the terms of this Agreement and as an independent contractor of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Consultant in confidence or in trust prior to

Consultant's relationship with the Company, and Consultant will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. Consultant has not entered into and Consultant agrees it will not enter into any agreement, either written or oral, in conflict with this Agreement or in conflict with its obligations under this Agreement. Consultant further agrees to conform to the rules, regulations and policies of the Company, as in effect from time to time.

#### T. PROVISIONS NECESSARY AND REASONABLE

Consultant acknowledges and agrees that (i) its relationship with the Company puts it in a position of trust and responsibility with access to Proprietary Information; (ii) the Proprietary Information, Developments and goodwill of the Company and the relationship between the Company and each of its employees, independent contractors, consultants and customers, are valuable assets of the Company; (iii) the Company's business is national and international in scope; (iv) the restrictions contained in this Agreement, including the time restrictions and the geographic and substantive provisions set forth in Sections M, N and O of this Agreement, are reasonable and necessary to protect the legitimate business interests of the Company and its affiliated companies and will not unreasonably impair or infringe upon Consultant's right to work or earn a living in the event its engagement by the Company ends; and (v) in the event of any breach of any of the covenants set forth herein, the Company could suffer substantial irreparable harm and may not have an adequate remedy at law for such breach. In recognition of the foregoing, Consultant agrees that in the event of any breach or threatened breach of any of these covenants, in addition to such other remedies as the Company may have at law, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, and/or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach.

#### U. SEVERABILITY; INDEPENDENT OBLIGATIONS

If any provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision in circumstances other than those as to which it is so declared invalid or unenforceable, shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; provided, however, that if any of the provisions contained in this Agreement, or any part thereof, are held to be unenforceable by a court of competent jurisdiction because of the time period or geographic scope of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power, and is hereby authorized and directed to take the action necessary, to reduce the duration and/or geographic area of such provision and, in its reduced form, such provision shall be enforceable. Consultant also understands and agrees that its obligations as set forth in this Agreement shall be deemed independent of the Company's obligations to Consultant and shall be enforceable regardless of any breach or alleged breach by the Company in the performance of its obligations, it being hereby agreed that such claims, if any, as Consultant may have against the Company must be asserted in a separate action brought for that purpose.

#### V. AUTHORIZATION TO NOTIFY NEW EMPLOYER

Consultant hereby authorizes the Company to notify Consultant's new employer, or any other party contracting with Consultant for the performance of services, about Consultant's rights and obligations under this Agreement following the termination of Consultant's engagement by the Company.

W. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Company and Consultant relating to the subject matter herein and merges all prior discussions between them including, but not limited to, any and all statements made by any officer, employee or representative of the Company regarding the subject matter hereof. Consultant understands and acknowledges that (i) Consultant has relied on its own judgment and investigation in entering into a relationship with the Company, and (ii) Consultant has not relied on any representation or inducement made by any officer, employee or representative of the Company. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the duly appointed President or Manager of the Company and Consultant. Consultant understands and agrees that any subsequent change or changes in its duties or compensation or any other change related to its engagement by the Company will not affect the validity or scope of this Agreement.

X. EFFECTIVE DATE; BENEFICIARIES

This Agreement shall be effective as of the date first set forth above and shall be binding upon Consultant, [REDACTED] and their heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns. This Agreement shall be enforceable by Industrial Heat, LLC and any of its affiliated companies, each of which shall be deemed a third party beneficiary of this Agreement.

Y. CHOICE OF LAW

Consultant acknowledges that a substantial portion of the Company's business is based out of and directed from the State of North Carolina. Consultant also acknowledges that during the course of its relationship with the Company Consultant will have substantial contacts with the State of North Carolina.

The validity, interpretation and performance of this Agreement shall be governed by, and construed in accordance with, the internal laws of North Carolina, without giving effect to conflict of law principles. Consultant agrees that the venue for any action, demand, claim or counterclaim relating to the terms and provisions of this Agreement, or to their breach, shall be appropriate in the state or federal courts located in the State of North Carolina and that such courts shall have personal jurisdiction over the parties to this Agreement.

Z. COUNTERPARTS; FACSIMILE SIGNATURE.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Execution and delivery of this Agreement by facsimile signature shall have the same force and effect as execution and delivery by original signature.

[Signature page follows]

EACH OF CONSULTANT AND DEWEY WEAVER HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON THEM AND THEY HAVE SIGNED THIS AGREEMENT VOLUNTARILY AND FREELY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**INDUSTRIAL HEAT, LLC**

**DEEP RIVER VENTURES, LLC**

By: \_\_\_\_\_

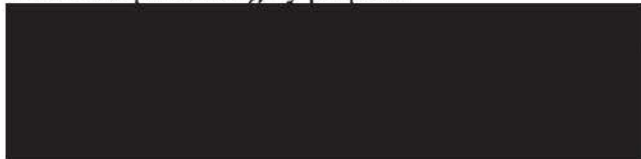
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Title: \_\_\_\_\_



**JOINDER**

As an express condition precedent to execution of the foregoing Agreement by the Company, the undersigned, [REDACTED] hereby joins in the foregoing Agreement for purposes of acknowledging and agreeing to be bound by the provisions thereof relating to confidentiality, materials, noncompetition, and developments to the same extent as the Consultant is bound by such provisions. Further, the undersigned acknowledges that Consultant is an independent contractor for purposes of this Agreement and that neither Consultant nor the undersigned shall be deemed an employee of the Company or any of its affiliates companies for any purpose.



**CONFIDENTIAL**

**EXHIBIT A**

to

Consulting, Confidentiality, Noncompetition and Inventions Agreement  
Between Industrial Heat, LLC

and

Deep River Ventures, LLC

Dated \_\_\_\_\_

1. The following is a complete list of all Pre-Existing Developments relevant to the subject matter of Consultant's engagement by the Company that have been made, discovered, conceived, first reduced to practice or developed by Consultant or jointly with others prior to Consultant's relationship with the Company that Consultant desires to remove from the operation of the Consulting, Confidentiality, Noncompetition and Inventions Agreement:

\_\_\_ No Pre-Existing Developments.

X See below: Any and all Pre-Existing Developments regarding:

\_\_\_ Additional sheets attached.

2. Consultant proposes to bring to its relationship with the Company the following materials and documents of a former employer or company:

\_\_\_ No materials or documents

\_\_\_ See below:

**DEEP RIVER VENTURES, LLC**

REDACTED

Pre-Existing Develops for Deep River Ventures, Redacted and associated companies:

REDACTED