

EMPLOYMENT AGREEMENT

This is an EMPLOYMENT AGREEMENT between AgriFuel (“**Employer**”) and Dr. Debbie Harry (“**Employee**”).

RECITAL

Employer, Employer, is a company in Goodyear, Arizona that received a \$60 million federal grant, and is seeking to create and commercialize a cost-effective way to produce cellulosic ethanol. Employee is a chemical engineer known for her work on alternative fuels and renewable energy sources. Employer reached out to Employee to stay ahead of competitors in the race to commercializing cellulosic ethanol. Employee and Employer share the goal of leading Employer to becoming the first United States company to make cellulosic ethanol commercially available.

Employee left her position a Director of Research and Development at Hexxon Inc. for the opportunity to pursue this endeavor of pioneering the commercialization of cellulosic ethanol in the United States. Employee and Employer share the collective interest in becoming the first company in the United States to achieve the goals of the Project. Each party is represented by counsel, and this mutual interest in the Project is the consideration for each party’s waiver of its right to a jury trial.

Employee frequently lectured at various universities prior to this Employment Agreement on her research. Employer will continue to allow Employee to lecture at such events so long as she approaches the engagements with the utmost care and does not disclose Confidential Information.

The nature of the project requires confidentiality because the information is highly sensitive and extremely valuable. This Confidential Information is the direct vehicle of achieving the goals of the Project, and the first company to commercialize cellulosic ethanol in the United States will have a substantial business advantage for being first to the market.

Moreover, the cost of collecting the Confidential Information through the work already put into the Project is extremely expensive, as evidenced by the \$60 million grant awarded to Employer for the pursuit of the Project. The release of such confidential Information would be irreparable as much of the work towards the Project has yielded Confidential Information that has yet to be monetized, and there are many competitors that could utilize the Confidential Information to gain a substantial business advantage.

DEFINITIONS

1. “Vice President” means the Vice President of Biorefinery Operations for AgriFuel’s Project.
2. “Project” means AgriFuel’s endeavor to pioneer the commercialization of cellulosic ethanol in the United States.
3. “Confidential Information” means all nonpublic information disclosed to Employee by Employer or its employees, agents, contractors, representatives, consultants and advisors in connection with the Project. Such information in connection with the Project includes, but is not limited to: (i) information marked confidential; (ii) information not generally known or readily ascertainable; (iii) information that provides a competitive advantage for Employer; (iv) any and all business, technical, marketing, financial or other information; (v) trade secrets, business plans, techniques, methods, or systems, data, formulae, compositions, designs, sketches, mock-ups, prototypes, photographs, charts, graphs, forms, documents, drawings, samples, inventions, ideas, research and development, customer and vendor lists not publicly available. Confidential Information does not include information that: (a) is or becomes part of the public domain other than as a result of disclosure by Employee; (b) becomes available to Employee on a non-confidential basis from a source other than Employer, provided that, to the best of Employee’s knowledge, such source is not prohibited from transmitting such

information by a contractual, legal, or other obligation; (c) was in Employee's possession prior to disclosure of the same by Employer; or (d) is nonpublic information which, under the circumstances surrounding disclosure, a reasonable person would conclude should be treated as confidential.

4. "Grant" means the \$60 million federal grant issued to Employer for the Project.
5. "Outside Work" means any work relating to developing alternative fuels, renewable energy sources, or other related research that is not under the supervision of Employer. Such Outside Work includes but is not limited to, (i) Employee's various speaking engagements she conducts annually on her research, (ii) lectures at universities and conferences, and (iii) any similar public platforms a scholar might showcase her research.
6. "For Cause" means Employer's termination of employee for any one of the following reasons: (i) conviction of a felony, or a misdemeanor where imprisonment is imposed, (ii) commission of any act of theft, fraud, or falsification of any employment or Company records in any material way, (iii) Employee's failure or inability to perform any material reasonable assigned duties after written notice from Employer of, and a reasonable opportunity to cure, such failure or inability, or (iv) material breach of this Agreement which breach is not cured within ten (10) days following written notice of such breach.
7. "Work Product" means any intellectual property Employee creates during the course of her employment as Vice President.

OPERATIVE TERMS

1. **Duties.** By accepting the position of Vice President, Employee assumes all positional duties associated with the role of Vice President. Employee shall report to the Board of Directors of Employer. During her employment as Vice President, Employee shall to the best of her ability:

- a. supervise a team of researchers in a way that fosters a collaborative and innovative research environment;
- b. develop and execute comprehensive research plans aligned with organizational goals and objectives;
- c. present research findings to executive leadership, providing strategic recommendations and insights for business development and growth;
- d. ensure research remains confidential to the utmost degree and meets industry standards; and
- e. assume any other duty necessary to achieving the goals of the Project that would be associated with an executive role with Employer.

2. Compensation.

- a. **Base Salary.** Base salary will be at the annual rate of \$200,000, payable in bi-weekly installments consistent with Employer's payroll practices. Payment of all compensation to Employee will be in accordance with Employer's standard policies including normal payroll practices and will be subject to all applicable employment and withholding taxes.
- b. **Business Expenses.** Upon submission of itemized expense statements in the manner specified by Employer, Employee shall be entitled to reimbursement for reasonable travel and other reasonable business expenses duly incurred by Employee in the performance of his duties under this Agreement.
- c. **Benefit Plans.** Employee will be entitled to participate in Employer's medical and dental plans, life and disability insurance plans and retirement plans pursuant to their terms and conditions. Employee shall be entitled to participate in any other benefit plan

offered by Employer to its employees during the term of this Agreement. Nothing in this Agreement will preclude Employer from terminating or amending any employee benefit plan or program from time to time.

d. **Vacation.** Employee is be entitled to three weeks of vacation each year of full employment, exclusive of legal holidays, as long as the scheduling of Employee's vacation does not interfere with Employer's normal business operations.

3. **Term.** This Employment Agreement will begin on March 15, 2024. The term of employment will continue for a period of three years, unless terminated as outlined in this Agreement. If Employee and Employer decide to renew this agreement, both parties must negotiate in good faith the new term of employment.

4. **Termination.** This Agreement will terminate immediately upon any of the following: (i) For Cause at the discretion of Employer's Board of Directors; (ii) Without Cause at the discretion of Employer's Board of Directors; (iii) mutual agreement between Employer and Employee; (iv) death of Employee; (v) commission of an act involving unlawful, dishonest, or unethical conduct that a reasonable person would consider damaging to the reputation of Employer; (vi) Employee's failure to perform her duties in a satisfactory manner as to achieve the goals of the Project; or (vii) material breach of this agreement. Employer shall refrain from termination of Employee solely based on a reduction or withdrawal of the Grant.

a. **For Cause.** Upon termination of Employee's employment with Employer For Cause, Employer will be under no further obligation to Employee for salary or bonus, except to pay all accrued but unpaid base salary, accrued bonus (if any) and accrued vacation to the date of termination.

- b. **Without Cause.** Employer may terminate Employee's employment at any time without cause, provided, however, that Employee will be entitled to severance pay in the amount of one year of Base Salary as specified in "Compensation" in addition to accrued but unpaid Base Salary and accrued vacation, less deductions required by law.
5. **Covenant Not to Compete.** For the period ending twenty-four months following the termination or end of this Agreement, Employee shall not render any services to any other person or business, engage in any competitive activity with any person or business in competition with Employer as related to the Project, or acquire any interest of any type in any other business in Arizona which is in competition with Employer. Businesses in Arizona considered to be in competition with Employer include, but are not limited to, any business or person (i) pursuing the commercialization of cellulosic ethanol, (ii) pursuing objectives that align with the Project, (iii) conducting any work related to the development, production, and commercialization of renewable energy resources, or (iv) that a reasonable individual would deem to be in competition with Employer. Competitive activity includes, but is not limited to, working for, consulting with, investing in, or otherwise assisting any person or entity that is engaged in or planning to engage in the same or similar business as the company or any of its affiliates, subsidiaries, or related entities. By accepting this agreement, Employee represents she is not violating any other agreement or obligation that the employee has with any current or former employer or any other person or entity. Employee agrees to indemnify and hold harmless the company from any and all claims, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any breach or alleged breach of this representation. As consideration for this covenant not to compete, Employer shall allow Employee to continue her Outside Work as outlined in this Agreement.

a. **Breach.** In the event of a breach of the Covenant Not to Compete in this Agreement by Employee, the parties acknowledge Employer will suffer irreparable harm and will be entitled to injunctive relief of Employee immediately ceasing employment with the competitor, and liquidated damages in an amount equal to the salary and benefits that the employee received from the company during the period of breach, in addition to any other remedies available at law or in equity.

6. **Confidentiality and Non-Use.** During the Term of this Agreement, Employer will provide Employee with access to Confidential Information. Employee acknowledges that such Confidential Information is confidential and proprietary, and shall refrain from disclosing such Confidential Information to anyone outside Company except to the extent that

- a. (i) Employee is required by order of a court of competent jurisdiction (by subpoena or similar process) to disclose or discuss any Confidential Information, provided that in such case, Employee shall promptly inform Employer of such an event by the “Notice” terms outlined in this agreement, and Employee shall cooperate with Employer in attempting to obtain a protective order or to otherwise restrict such disclosure and shall only disclose Confidential Information to the minimum extent necessary to comply with any such court order; or
- b. (ii) such Confidential Information becomes generally known to and available for use in the renewable energy industry in which Employer does business, other than as a result of any action or inaction by Employee. Employee shall not during the Term of this Agreement or at any time thereafter use such Confidential Information to compete, directly or indirectly, with Employer.

