

UTILITY MODEL RIGHTS NOTICE AND TERMS OF USE

PYROGEN ENERGY LIMITED

Kenya Utility Model KE/U/2024/2668

"USE OF BIOCHAR AS AN ADMIXTURE IN CONCRETE MIXES"

1. PRELIMINARY PROVISIONS

1.1 Definitions

In this Notice:

- **"PEL"** means Pyrogen Energy Limited, trading as "Pyrogen"
- **"Utility Model"** means Kenya Utility Model Registration No. KE/U/2024/2668
- **"Protected Technology"** means the use of biochar as an admixture in concrete mixes as claimed in the Utility Model
- **"Territory"** means the Republic of Kenya
- **"IPA"** means the Industrial Property Act, Cap. 509 of the Laws of Kenya
- **"KIPI"** means the Kenya Industrial Property Institute

1.2 Purpose and Binding Effect

This Notice constitutes legally binding terms governing access to information about and use of PEL's intellectual property rights. By accessing this information or engaging with the Protected Technology, you acknowledge these terms and agree to be bound by them.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Registration and Ownership

- **Registration Number:** KE/U/2024/2668
- **Title:** "USE OF BIOCHAR AS AN ADMIXTURE IN CONCRETE MIXES"
- **Filing Date:** 6 May 2024
- **Publication:** KIPI Journal, July 2024
- **Inventor:** Philip Maciocia

- **Rights Holder:** Philip Maciocia has granted PEL exclusive commercial exploitation rights

2.2 Legal Basis and Duration

- The Utility Model is registered under Part XIII of the IPA
- Protection commenced on 6 May 2024 and expires on 5 May 2034 (10 years, non-renewable per Section 82(3) IPA)
- The registration confers exclusive rights equivalent to patent protection under Section 81 IPA

2.3 Scope of Protection

The Protected Technology encompasses:

- Methods of incorporating biochar derived from pyrolysis or gasification of plant biomass into concrete mixtures
- Concrete compositions containing biochar as an admixture for enhanced performance characteristics
- Applications in both structural and non-structural concrete elements
- Processes achieving improved compressive strength, reduced cement consumption, and enhanced CO₂ sequestration

Note: Specific technical parameters, formulations, and claim details are confidential and not disclosed herein for competitive and security reasons.

3. EXCLUSIVE RIGHTS AND PROHIBITED ACTS

3.1 Exclusive Rights

Under Sections 54 and 81 of the IPA, PEL possesses the exclusive right within Kenya to:

- Make, manufacture, or produce products incorporating the Protected Technology
- Use the Protected Technology commercially
- Offer for sale, sell, or distribute products embodying the Protected Technology
- Import products incorporating the Protected Technology
- Stock such products for commercial purposes
- Authorise or licence others to perform any of the above acts

3.2 Prohibited Activities

Without PEL's prior written authorisation, the following constitute infringement under Section 105 IPA:

- Any commercial exploitation of the Protected Technology
- Manufacturing concrete products using biochar admixtures within the claimed scope
- Importing, distributing, or selling such products in Kenya
- Inducing, procuring, or facilitating infringement by others
- Any act that would constitute contributory or secondary infringement

3.3 Criminal Liability

Intentional infringement constitutes a criminal offence under Section 109 IPA, punishable by imprisonment and/or substantial fines.

4. STATUTORY EXCEPTIONS AND LIMITATIONS

4.1 Permitted Acts

The following acts do not constitute infringement:

- Acts done privately and for non-commercial purposes (Section 58(a) IPA)
- Acts done solely for scientific research purposes (Section 58(b) IPA)
- Prior user rights where applicable under Section 56 IPA

4.2 Interpretation of Exceptions

These exceptions are construed narrowly. Commercial entities claiming research exemptions must demonstrate genuine scientific purpose without commercial application. Prior user rights require documented evidence of good faith use before the priority date.

5. CARBON CREDIT AND ENVIRONMENTAL MARKETS

5.1 Application to Carbon Projects

Any carbon sequestration, carbon credit, or environmental benefit project utilising biochar-in-concrete technology in Kenya falls within PEL's exclusive rights if within the Utility Model's scope.

5.2 Required Authorisations

The following entities must obtain PEL's written authorisation before proceeding:

- Carbon credit project developers implementing biochar-concrete in Kenya
- Validation and Verification Bodies (VVBs) assessing such projects
- Carbon registries issuing credits based on Kenyan biochar-concrete projects
- Credit purchasers, traders, and intermediaries dealing in such credits

5.3 Consequences of Non-Compliance

- Unauthorised projects may face injunctions preventing credit issuance or trading
- Credits issued without authorisation may be subject to cancellation or legal challenge
- Participants may face liability for damages and account of profits
- VVBs and registries may face secondary liability for facilitating infringement

5.4 Due Diligence Warning

All market participants are on constructive notice of PEL's rights. Failure to conduct appropriate IP due diligence does not constitute a defence to infringement claims.

6. LICENSING FRAMEWORK

6.1 Licensing Availability

PEL offers licensing opportunities on terms that ensure:

- Technical quality and safety standards
- Proper measurement, reporting, and verification (MRV) protocols
- Compliance with environmental and building regulations
- Fair and reasonable commercial terms

6.2 Licence Types

- **Commercial Licences:** For production and sale of biochar-concrete products
- **Project Licences:** For specific carbon credit or construction projects
- **Research Licences:** For genuine scientific investigation (may be royalty-free)
- **Territory-Specific Sub-licences:** Subject to approval and quality controls

6.3 Registration Requirements

Per Section 70 IPA, certain licences must be registered with KIPI to be effective against third parties.

7. ENFORCEMENT POLICY

7.1 Civil Enforcement

PEL will pursue available remedies under Section 106 IPA, including:

- Interim and permanent injunctions
- Damages or account of profits
- Delivery up or destruction of infringing products
- Publication of judgements
- Corrective advertising orders

7.2 Border Measures

PEL reserves the right to request Kenya Revenue Authority assistance in preventing importation of infringing products under applicable customs regulations.

7.3 Online Enforcement

- Takedown notices to platforms hosting infringing content
- Notice to payment processors and financial intermediaries
- Coordination with domain registrars and ISPs where appropriate

7.4 Graduated Response

PEL typically follows a graduated enforcement approach:

1. Cease and desist notice with opportunity to cure
2. Negotiation of retroactive licence where appropriate
3. Formal legal proceedings if necessary
4. Criminal referral for wilful infringement

8. WARRANTIES AND DISCLAIMERS

8.1 No Warranty of Validity

Whilst PEL believes the Utility Model to be valid and enforceable, no warranty is provided regarding its validity, scope, or enforceability. Third parties must conduct their own assessments.

8.2 No Freedom to Operate Opinion

This Notice does not constitute a freedom to operate opinion. Third parties must obtain independent legal advice regarding their proposed activities.

8.3 Territorial Limitation

The Utility Model provides rights only within Kenya. This Notice makes no claims regarding rights in other jurisdictions.

8.4 No Implied Licences

No licence is granted by implication, estoppel, exhaustion, or otherwise except through express written agreement with PEL.

9. CONFIDENTIALITY AND TRADE SECRETS

9.1 Confidential Information

Technical details, formulations, and know-how not disclosed in the published Utility Model remain PEL's confidential information and trade secrets.

9.2 Additional Protection

PEL reserves all rights under laws governing confidential information, unfair competition, and passing off.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law

This Notice and all matters relating to the Utility Model are governed by the laws of the Republic of Kenya.

10.2 Jurisdiction

The courts of Kenya have exclusive jurisdiction over disputes relating to the Utility Model, subject to arbitration provisions in specific licences.

10.3 Arbitration

Licensed parties may be subject to arbitration clauses as specified in their licence agreements.

11. NOTICES AND COMMUNICATIONS

11.1 Enquiries and Licensing Requests

Contact Pyrogen Management through the [Contact Us](#) page

11.2 Infringement Reports

Suspected infringement should be reported immediately to the above contacts with:

- Description of allegedly infringing activity
- Location and parties involved
- Supporting evidence
- Contact information for follow-up

11.3 Service of Legal Process

Legal notices must be served at PEL's registered office address or through designated legal representatives.

12. SEVERABILITY AND AMENDMENTS

12.1 Severability

If any provision is held invalid or unenforceable, remaining provisions continue in full force.

12.2 Amendments

PEL reserves the right to update this Notice. The version posted on PEL's official website supersedes all previous versions.

12.3 Effective Date

This Notice is effective as of 11th November 2024 and supersedes all previous IP notices regarding the Utility Model.

ACKNOWLEDGEMENT

By accessing this information or engaging with biochar-concrete technology in Kenya, you acknowledge that you have read, understood, and agree to be bound by these terms. If you do not agree, you must not use or exploit the Protected Technology.

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Last Updated: 15th July 2025

Reference: PEL-UM-2024-2668-TOU

SCHEDULE A: PUBLISHED INFORMATION

- KIPi Journal Entry (July 2024)
- Certificate of Registration (available upon request)
- Abstract as published (non-confidential)

SCHEDULE B: RELEVANT STATUTORY PROVISIONS

- Industrial Property Act, Cap. 509, Sections 54-58, 70, 81-83, 105-109
- Kenya Revenue Authority regulations on IP border enforcement
- Competition Act provisions on licensing arrangements