NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") dated as of November 6, 2008 is entered in by and between BioLargo. Inc. (the "Company") and Howard Isaacs (the "Consultant"), and sets forth the terms and conditions on which Company is willing to disclose certain material non-public information about the Company.

1. **Purpose**. In connection with his retention as a consultant to the Company pursuant to an agreement dated as of even date (the "Consulting Agreement"), the Company may disclose to the Consultant certain confidential technical and business information which the Company requires the Consultant to treat as confidential.

2. **Definition**. "Confidential Information" means any information disclosed to the Consultant by the Company, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes and forecasted financial information. Confidential Information may also include information disclosed to the Company by third parties. Confidential Information shall not, however, include any information which the Consultant can establish by written documentation (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the Consultant by the Company; (ii) becomes publicly known and made generally available after disclosure to the Consultant by the Company through no action or inaction of the Consultant; (iii) is in the possession of the Consultant, without confidentiality restrictions, at the time of disclosure by the Company as shown by the Consultant's files and records immediately prior to the time of disclosure; (iv) is developed independently of the Confidential Information, as shown by written records prepared contemporaneously with such independent development; or (v) is disclosed pursuant to the requirement of a United States government agency or judicial body, provided that the Consultant shall provide reasonable advice notice thereof to enable the Company to seek a protective order or otherwise prevent such disclosure.

3. **Non-use and Non-disclosure**. The Consultant agrees not to use any Confidential Information for any purpose except within the proper scope of his duties pursuant to the Consulting Agreement. The Consultant agrees not to disclose any Confidential Information to third parties, except to those individuals who, with the prior written consent of the Company, are designated as authorized to receive such Confidential Information in order for the Consultant to perform his duties and obligations under the Consulting Agreement. The Consultant agrees that each third party receiving any Confidential Information will enter into a separate Non-Disclosure Agreement with the Company.

4. **Maintenance of Confidentiality**. The Consultant agrees that it shall take all commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Consultant shall take at least those measures that the Consultant takes to protect its own confidential information of a similar nature and shall have its employees or advisors who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Consultant shall immediately notify the Company in the event of any unauthorized use or disclosure of any Confidential Information.

5. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which are in the possession of the Consultant shall be and remain the property of the Company and shall be promptly returned to the Company upon request for any reason or for no reason.

7. **Work Made for Hire.**

(a) Consultant and/or designates of the Consultant shall promptly and fully inform the Company of, and disclose to the Company, any and all ideas, processes, trademarks, trade names, service marks, service mark applications, copyrights, mask work rights, fictitious business names, technology, patents, know-how, trade secrets, computer programs, original works of authorship, formulae, concepts, themes, inventions, designs, creations, new works, derivative works and discoveries, and all applications, improvements, rights and claims related to any the foregoing, and all other intellectual property, proprietary rights and work product, whether or not patentable or copyrightable, registered or unregistered or domestic or foreign, and whether or not relating to a published work, that Consultant develops, makes, creates, conceives or reduces to practice during the term of the Consulting Agreement that relate to the Company's business or result from work performed by the Consultant to the Company, whether alone or in collaboration with others (collectively, "**Invention Ideas**"). Consultant hereby assigns to the Company exclusively in perpetuity throughout the world all right, title and interest (choate or inchoate) in (i) the Invention Ideas, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "Intellectual Property"). All copyrightable Invention Ideas are intended by Consultant to be a "work-made-for-hire" by Consultant for Company and owned by Company pursuant to Section 201 (b) of Title 17 of the United States Code.

(b) Consultant shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Company may reasonably request in order to obtain patent or copyright registration on all Invention Ideas and Intellectual Property, and shall execute and deliver all documents, instruments and agreements, including the formal execution of an assignment of copyright and/or patent application or issued patent, and do all things necessary or requested by the Company, in order to enable Company to ultimately and finally obtain and enforce full and exclusive title to all Invention Ideas and Intellectual Property and all rights assigned pursuant to this Section 7. Consultant hereby appoints the Company as Consultant's irrevocable attorney-in-fact for the purpose of executing and delivering all such documents, instruments and agreements, and performing all such acts, with the same legal force and effect as if executed and delivered and taken by Consultant.

(c) If for any reason the foregoing assignment is determined to be unenforceable Consultant grants to Company a perpetual, irrevocable, worldwide, royalty-free, exclusive, sub-licensable right and license to exploit and exercise all such Invention Ideas and Intellectual Property.

(d) Because of the difficulty of establishing when Consultant first conceives of or develops Intellectual Property, proprietary rights or work product or whether such Intellectual Property, proprietary

rights or work product results from access to Company's confidential and proprietary information or equipment, facilities or data. Consultant agrees that any Intellectual Property, proprietary rights and work product shall be presumed to be an Invention Idea if it is conceived, developed, used, sold, exploited or reduced to practice by Consultant or with the aid of Consultant within one year after the normal termination of Consultant's employment with Company. Consultant can rebut that presumption if Consultant proves that the intellectual property, proprietary rights and work product (i) was first conceived or developed after termination of Consultant's employment with and by Company; (ii) was conceived or developed entirely on Consultant's own time without using Company's equipment, supplies, facilities or confidential and proprietary information; and (iii) did not result from any work performed by Consultant for or on behalf of Company.

(e) Consultant acknowledges that there is no intellectual property, proprietary right or work product that Consultant desires not to be deemed Invention Ideas or Intellectual Property and thus to exclude from the above provisions of this Agreement. To the best of Consultant's knowledge, there is no other existing contract in conflict with this Agreement or any other contract to assign ideas, processes, trademarks, service marks, inventions, technology, computer programs, original works of authorship, designs, formulas, discoveries, patents or copyrights that is now in existence between Consultant and any other person or entity.

(f) This Section 7 shall not operate to require Consultant to assign to Company any of Consultant's rights to inventions, intellectual properties or work products that would not be assignable under the provisions of California Labor Code Section 2870. Consultant represents and warrants to Company that this paragraph constitutes Company's written notification to Consultant of the provisions of Section 2870 of the California Labor Code, and Consultant represents and warrants to Company that Consultant has reviewed Section 2870 of the California Labor Code.

8. **Unfair Competition and Protection of Proprietary Information**.

(a) Consultant shall not at any time (including after Consultant's employment with Company terminates) divulge, furnish or make accessible to anyone any of Company's Proprietary Information, or use in any way any of Company's Proprietary Information other than as reasonably required to perform Consultant's duties under this Agreement. Consultant shall not undertake any other acts or omissions that would reduce the value to Company of Company's Proprietary Information. The restrictions on Consultant's use of Company's Proprietary' Information shall not apply to knowledge or information that Consultant can prove is part of the public domain through no fault of Consultant. Consultant agrees that such restrictions are fair and reasonable.

(b) Consultant agrees that Company's Proprietary Information constitutes a unique and valuable asset of Company that Company acquired at great time and expense, and which is secret and confidential and will only be available to or communicated to Consultant in confidence in the course of Consultant's provision of services to Company. Consultant also agrees that any disclosure or other use of Company's Proprietary Information other than for Company's sole benefit would be wrongful, would constitute unfair competition and will cause irreparable and incalculable harm to Company and to its subsidiaries, affiliates and divisions. In addition to all other remedies Company may have, it shall have the right to seek and obtain appropriate injunctive and other equitable relief, including emergency relief, to prevent any violations of this Section 8.

(c) Consultant agrees that Company's employees constitute a valuable asset of Company. Consultant agrees that Consultant shall not, during the Term and for a period of two years thereafter, directly or indirectly, for Consultant or on behalf of any other person or entity, solicit any person who was an employee of or consultant to Company (at any time while Consultant is performing any services for

Company, or at any time within twelve months prior to or after such solicitation) for a competing business or otherwise induce or attempt to induce any such persons to terminate their employment or relationship with Company or otherwise to disrupt or interfere, or attempt to disrupt or interfere, with Company's employment or relationships with such persons. Consultant agrees that any such solicitation, inducement or interference would be wrongful and would constitute unfair competition, and will cause irreparable and incalculable harm to Company. Further, Consultant shall not engage in any other unfair competition with Company. Consultant agrees that such restrictions are fair and reasonable.

(d) Consultant recognizes and agrees that Consultant has no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including stored computer files, e-mail messages and voice messages), and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

(e) As used in this Agreement, "Company's Proprietary Information" means any knowledge, trade secrets (including "trade secrets" as defined in Section 3426.1 of the California Civil Code), Invention Ideas, proprietary rights or proprietary information, intangible assets or property, and other intellectual property (whether or not copyrighted or copyrightable or patented or patentable), information and materials (including processes, trademarks, trade names, service marks, service mark applications, copyrights, mask work rights, technology, patents, patent applications and works of authorship), in whatever form, including electronic form, and all goodwill relating or appurtenant thereto, owned or licensed by Company or any of its subsidiaries, affiliates or divisions, or directly or indirectly useful in any aspect of the business of Company or its subsidiaries, affiliates or divisions, whether or not marked as confidential or proprietary and whether developed by Consultant, by Company or its subsidiaries, affiliates or divisions or by others. Without limiting the foregoing, Company's Proprietary Information includes (a) the names, locations, practices and requirements of any of Company's customers, prospective customers, vendors, suppliers and personnel and any other persons having a business relationship with Company; (b) confidential or secret development or research work of Company or its subsidiaries, affiliates or divisions, including information concerning any future or proposed services or products; (c) Company's accounting, cost, revenue and other financial records and documents and the contents thereof; (d) Company's documents, contracts, agreements, correspondence and other similar business records; (e) confidential or secret designs, software code, know how, processes, formulae, plans and devices; and (f) any other confidential or secret aspect of the business of Company or its subsidiaries, affiliates or divisions.

9. **Remedies**.

(a) The Consultant agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling the Company to obtain injunctive relief in addition to all legal remedies at its disposal.

(b) In addition to all remedies available hereunder, at law or in equity, if Consultant breaches any provision of Section 8 of this Agreement, Company shall have the right to invoke any and all remedies provided under the California Uniform Trade Secrets Act (California Civil Code §§3426, *et seq.)* or other statutes or common law remedies of similar effect.

(c) The remedies provided to Company in this Section 10 are cumulative, and not exclusive, of any other remedies that may be available to Company at law or in equity.

10. **No License**. Nothing in this Agreement is intended to grant any rights to the Consultant under any patent, copyright or other proprietary rights of the Company, nor shall this Agreement grant the Consultant any rights in or to Confidential Information except as expressly set forth herein.

11. **Term**. This Agreement shall survive the term of the Consulting Agreement and shall continue until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Consultant.

12. **Miscellaneous**. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized officers to execute this Agreement as of the date first above written.

BIOLARGO, INC. ("COMPANY")

By /s/ Dennis Calvert
Dennis Calvert
Title: President and Chief Executive Officer

HOWARD ISAACS ("CONSULTANT")

/s/ Howard Isaacs