

Confidentiality Agreement for Product Evaluation Omnilight Building Management technology

You have indicated that you would like to evaluate certain information concerning our efficiency lighting system (hereinafter called the "Product"). In consideration of our providing you such information and to set forth a clear understanding of our mutual rights and obligations relating thereto, we and you hereby agree as follows:

WHEREAS, Owner has developed certain materials, products, processes, inventions, trade secrets, and know-how (collectively, "Inventions"):

WHEREAS, Second Party desires to evaluate whether it has an interest in acquiring the Invention or obtaining a license from Owner to utilize, improve and otherwise exploit the Invention in a manner for purposes approved by Owner, and it will be necessary for Owner to communicate certain Confidential Information, as defined herein, to Second Party for such purpose:

WHEREAS, Owner is willing to communicate to Second Party certain Confidential Information for said purpose. And said purpose only, upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, it is agreed as follows:

A1. For purposes of this Agreement, the term "Information" shall mean all written information, which we deem to be confidential and proprietary to us, relating to the Product (including, but not limited to, data, know-how, technical and non-technical materials, and product samples and specifications) which we shall deliver to you pursuant to this Agreement and which shall be in writing with the cover pages marked "Confidential."

A2. You, your subsidiaries and affiliates (collectively referred to as "Recipient") agree to maintain in confidence the Information with the same degree of care Recipient holds its own confidential and proprietary information. Recipient will not use the Information except for its evaluation of the Product pursuant to this Agreement. Recipient will disclose the Information only to its officers and employees directly concerned with the evaluation of the Product, and Recipient will not disclose the Information to any third party nor will Recipient use the Information for any other purpose. For purposes of this paragraph "subsidiaries and affiliates" shall mean any corporation, firm, partnership or other entity, which directly or indirectly controls, is controlled by, or is under common control with, your company.

A3. In the event that any samples of Product are furnished to Recipient in connection with its evaluation hereunder, Recipient agrees to use such samples only for its evaluation, to keep confidential the results of any tests conducted on such samples and to return test results and any remaining portion of such samples at the conclusion of its evaluation.

A4. Subject to the provisions of paragraph 4 hereof, all proprietary rights (including, but not limited to, patent rights and trade secrets) in and to the Information and the Product shall remain our property.

A5. The Information being disclosed to Recipient pursuant to this Agreement is with the express understanding that neither we nor Recipient will be obligated to enter into any further agreement relating to the Product or the Information, and nothing in this Agreement shall be construed as granting any license to Recipient relating thereto.

A6. Recipient agrees to complete its evaluation of the Product within ninety (90) days after disclosure of the Information, and at the end of said ninety (90) day period, Recipient will promptly return to us all of the Information and use reasonable efforts to destroy all copies thereof, except for one copy which may be retained by Recipient for the sole purpose of determining Recipient's continuing obligations under this Agreement.

A7. All obligations of Recipient under this Agreement shall terminate seventeen (17) years from the date of this Agreement or upon related patent expiration.

A8. We represent to Recipient that we have the full authority and right to enter into this Agreement and to disclose to Recipient the Information and that such disclosure will not violate the rights of the third party.

A9. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and none of the terms of this Agreement shall be amended or modified except in writing signed by the parties.

B1. PROJECT DESCRIPTION. Owner wishes to disclose To Second Party, and Second Party wishes to receive from Owner, the Confidential Information, as defined below, for the purpose of evaluation to determine applicability of Owner Inventions. Based upon the foregoing evaluation and analysis, the parties will determine whether it is advisable to enter into additional agreements for the acquisition of the Inventions or the license, use and exploitation of the Inventions. The party's further desire to protect the Confidential Information from unauthorized disclosure and use under the terms and conditions herein.

B2. DEFINITIONS. Where used in this Agreement, "Confidential Information" shall mean any and all tangible and intangible information, whether oral or in writing or in any other medium, relating to the management, operations, products and Inventions of Owner, including, without limitation, any and all trade secrets, know-how, designs, formulations, ingredients, samples, processes, machines, processing and control information, product performance data, manuals, supplier list, customer lists, purchase and sales records, marketing information and computer programs: whether developed by Owner or furnished to Owner by other third parties, and all information which relates to Second Party's analysis of the Confidential Information and the Inventions and the use thereof.

B3. LIMITED TRANSFER OF CONFIDENTIAL INFORMATION. Owner and Second Party shall, each in their sole discretion, determine what Confidential Information shall be disclosed to the other hereunder. To the extent that Owner and Second Party elect to disclose Confidential Information to the other, this will be done at a time and in a manner to be agreed upon by the parties hereto, and only in accordance with the terms and limitations set forth herein.

B4. LIMITATIONS ON DISCLOSURE AND USE. Second Party understands and agrees that:

B4A. Neither Second Party nor its affiliates will use any Confidential Information for any purpose other than for evaluating Second Party's technical and business interests in obtaining a license or licenses from Owner in accordance with the terms set forth in this Agreement;

B4B. Neither Second Party nor its affiliates will, without prior written consent of Owner, disclose, utilize, exploit or distribute the Confidential Information or cause the Confidential Information to be exploited or distributed to any third party other than to representatives of Second Party to whom such disclosure is necessary for the purpose of evaluating Second Party's interests in the Inventions and who represent that they personally agree to be bound by the terms of this Agreement.

B5. LIMITATIONS ON REPRODUCTION. Second Party agrees that it will not make or permit to be made, without prior written consent of Owner, any copies or other reproductions of the Confidential information that Owner may supply to Second Party hereunder and Owner agrees to the same restrictions with Second Party Confidential information when supplied to Owner hereunder.

B6. RESERVATION OF RIGHTS. Nothing in this agreement shall be construed to prevent Owner during the term hereof or hereafter from itself using in any manner, or disclosing in any way to third parties any or all of its Confidential Information or from entering into licensing negotiations or agreements with any third party.

B7. ASSIGNABILITY. The agreement shall be binding upon and insure to the benefit of the parties, their legal representatives, successors and assigns. Neither this Agreement, nor any rights granted hereunder may be assigned, transferred, conveyed or encumbered by Second Party without the prior written consent of Owner.

B8. SURVIVAL OF PROVISIONS. The provisions contained in Paragraph 4 hereof shall be for a period determinous with the expiration of any existing patents owned by Owner relating to the Inventions but in no event shall be less than a period of seventeen (17) years or related patent expiration.

B9. NO LICENSE GRANTED. It is understood and agreed by the parties hereto that nothing in this Agreement is to be construed as a grant of or as an intention or commitment to grant to Second Party any right, title or interest, of any nature whatsoever, in or to the Owner Confidential information, the Inventions or any products or processes encompassed thereby or any

improvement or developments thereon.

B10. MISCELLANEOUS.

1. Confidential Information, as well as notices and authorizations under this Agreement, shall be transmitted between the parties addressed as follows, or as otherwise designated by written notice from either party to the other as follows:

1a. The rights and obligations provided by this Agreement, shall take precedence over any specific legends or statements associated with the confidential information when received.

1b. This agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements and understandings between the parties.

1c. This agreement shall be construed in accordance with the laws of the United States of America and Applicable International Law.

1d. Any modification or amendments to this agreement shall only become effective if in writing and signed by each party.

2. All work performed by contract or service rendered shall become and remain the property of the first party.

3. Computer code or electronic hardware developed by second parties for consideration shall become the exclusive property of the first party.

4. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the parties will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.

B11. THE FURNISHING PARTY PROVIDES THE CONFIDENTIAL INFORMATION SOLELY ON AN "AS-IS" BASIS. The Confidential Information is not warranted to be complete or error-free. The furnishing party will not be liable for any damages arising out of the use of the Confidential Information.

B12. Both Parties agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by signature or computer access of confidential information furnished on CD ROM disk, Internet, digital file or paper. Each party represents that it has caused this Non-Disclosure Licensing Agreement to be executed on its behalf by a representative empowered to bind said party with respect to the undertakings and obligations contained herein.

ACKNOWLEDGED AND AGREED:

First Party
Steven Rosenberg B.Sc.
23829 West Desert Bloom St.
Buckeye, AZ, 85326
Email: omnilight@rcdresearch.com
Mobile:623-238-3991
Date: 2016

Confidentiality Agreement Accepted:

Second party
Name_____

Title_____

Address_____

Phone:_____

Fax: _____

By:_____

Date:_____