



Contract Number:

[Redacted Contract Number]

URIEL CORPORATION COLLABORATION AGREEMENT

This STRATEGIC ALLIANCE is made and is effective this [Redacted] (day) of [Redacted] (month) of 20[Redacted] (effective date) by

and between [Redacted] (hereinafter Collaborator),

a company incorporated in the State of: [Redacted],

with offices located at: [Redacted]

[Redacted]

Website: [Redacted]

Email: [Redacted]

Phone: [Redacted]

and URIEL CORPORATION, (hereinafter URIEL) incorporated in the State of Illinois, with offices located at: One Westbrook Corporate Center, Suite 300, Westchester, IL 60154; Website: www.urielcorporation.com; Email: management@urielcorporation.com; Phone: 1-708-598-7314.

This URIEL-Collaboration Agreement "Contract") is made by and between URIEL and COLLABORATOR. In consideration of the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Collaboration on Authorship

The parties to this Agreement agree to collaborate in making, developing, and jointly commercializing a "A Patentable Product or a Patentable Product Line" relating to a unique and novel proprietary:

[Large Redacted Box]

(description of patentable product) tentatively entitled:

[Redacted]

(name of patentable product), and referred to in this agreement as the "Work" or "Project". The parties to this Agreement mutually agree that URIEL is hereby exclusively retained by Collaborator to develop, patent, engineer, develop a subsidiary, and or to otherwise commercialize the Work or Project jointly with Collaborator as such relates to the Work or Project related to this Agreement.



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The parties shall also fully and completely cooperate with regard to the promotion and exploitation of the Work and all ancillary, subsidiary, related and allied rights (the "Ancillary Rights").

2. Copyright Ownership

This collaborative work is considered a Joint Work under copyright law, and will result in a

[Redacted] % -URIEL / [Redacted] %-COLLABORATOR split of ownership among the authors.

Each party agrees to keep the other fully apprised of all matters regarding the exploitation of the Work and the Ancillary Rights, including but not limited to, offers, negotiations, and communications from interested third parties regarding the purchase or lease of production rights in the Work. In all licensing endeavors related to this agreement, it is fully understood and agreed that URIEL hereby reserves the right and shall retain the right to Practice the Invention(s) arising from this Agreement regardless of any patent sale or licensing agreement entered into with Third Parties. In the event that any patents, copyrights, trade or service marks are generated or otherwise developed from the Work or the Ancillary Rights, the parties shall be co-owners:

[Redacted] % to URIEL / [Redacted] % to COLLABORATOR of such patent(s), copyrights, trade or service marks.

3. Responsibilities of Each Other

Each party shall perform and fulfill, promptly, actively and on time, all of its obligations under the agreement. Each partner will contribute to the efficient flow of information and access to relevant data, according to the agreed access rights and confidentiality rules to ensure the efficient execution of this Agreement. Each party shall inform other parties in the project, of relevant communications it receives from third parties in relation to the project.

URIEL CORPORATION SPECIFIC DUTIES:

Management consulting; concept origination; technical feasibility analysis; patent search and research; competitive analyses; value added research and development, engineering, patent development and or improvement, product commercialization, business plan, marketing plan, financial plan development and execution; intellectual property development, prosecution and maintenance; commercial website development; advertising and public relations; the structuring of engineering, manufacturing, distribution alliances; develop and engage in negotiations and agreements to commercialize the product or the product lines; the development, maintenance, and operation of a CRM-intranet-workgroup system portal and accounting system developed and maintained specifically for the Work and Products related to this Agreement; Project Management, Consulting & Oversight.



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DUTIES OF BOTH PARTIES:

Accounting; Distribution; Sales; Manufacturing; Quality Control, Warehousing; Order Fulfillment and Project Oversight shall be performed by both parties.

COLLABORATOR'S SPECIFIC DUTIES:

Financial funding for developing, commercializing and maintaining operations to commercialize the WORK project shall be provided and be maintained by the Collaborator. This shall include but not be limited to:

a) Fees and Expenses related to:

Research & Development, Design, CAD & prototype development; tooling; manufacturing; inventory; intellectual property development and maintenance including patent, copyright, trademark or service mark expenses; patent illustration; commercial website development and maintenance expenses; email system expenses; snail mail expenses; software and computer expenses, equipment expenses; legal and accounting expenses, any internal office and administrative/staffing expenses; third party services including engineering, prototyping, manufacturing, warehousing, website developers, legal, consulting and accounting professionals; inventory; equipment, software, and or further expenses will be provided by the Collaborator. Items of article or section twelve (12) shall also be included as expenses and be the responsibility of the collaborator.

b) INITIAL NON-REFUNDABLE DEPOSIT RETAINER TO URIEL CORPORATION:

It is agreed and understood that the Collaborator shall provide URIEL a non-refundable deposit retainer of:

dollars (\$) (USD) at the signing of this Agreement so that URIEL may brainstorm, engage in patent searches, engage in patent illustration and CAD development, so that URIEL can develop and file a United States Patent Application, and so that URIEL can develop a commercial website related to this Collaborative WORK Agreement for developing the Work or Product(s) of this Agreement.

c) GRANT OF RIGHTS OF FIRST REFUSAL:

After filing and completion of a U.S. Patent Application, URIEL will disclose the Patent Application of the Product related to the WORK of this Agreement to the Collaborator so that Collaborator may have the "First Rights of Refusal" to continue or to discontinue this Collaborative Work Agreement.

d) After URIEL discloses the Patent Application to the Collaborator, collaborator shall be afforded a review period of one (1) week to notify URIEL with its disposition in writing to URIEL if Collaborator will continue to FUND the Project as specified in this and further written agreements and addendums in order to maintain COLLABORATOR's percentage interest in the Project and to continue to commercialize and maintain the WORK operations and responsibilities related to this Agreement.

If Collaborator decides to Continue the WORK of this Collaborative Agreement, then Any and All Further expenses to further develop and commercialize the WORK shall be billed to Collaborator when prior to expenses being due. URIEL will bill Collaborator for all agreed work to be performed by VENDORS and third parties before payment is due to said vendors and third parties in order to continue the development and maintenance of the collaborative WORK of this Agreement. If funds are not received by invoiced due dates, Collaborator will lose all rights and all ownership related to this Agreement and to the WORK product.

If Collaborator decides to CONTINUE with URIEL to commercialize the WORK project of this Agreement then this Agreement will continue in full force between the parties. If Collaborator decides NOT to Continue to develop, fund, perform their responsibilities as such relate to this Agreement and does not collaborate with URIEL to commercialize the WORK of this Collaborative Agreement, then any and all rights and ownership to the WORK for the Project of this Agreement will revert back to URIEL and URIEL may continue to commercialize, develop, maintain, or sell the WORK of this Agreement without the Collaborator, and without any obligation or liability to Collaborator whatsoever.



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4. Individual Acts

Any contract that in any way affects the rights to the Work must be signed by both parties. Either party may grant a written power of attorney to the other party for this purpose.

5. Agents

The parties will agree on the selection of the agent (the "Agent"), if any, who will exclusively represent the parties regarding production and exploitation of the Work and the Ancillary Rights pursuant to written a written agreement (the "Agency Agreement"). In the event that the parties are unable to select an agent within a reasonable period of time, then each party shall be permitted to negotiate regarding the exploitation of the Work and the Ancillary Rights, but such party will not be entitled to charge or receive any agency fee or commission.

6. Changes in Completed Work

Neither party will have the right to make any change in the completed Work without the written consent of the other party which consent will not be unreasonably withheld by either party.

7. Production Agreements

All contracts concerning rights in the Work, including the Ancillary Rights, will be in duplicate and each party will receive a copy thereof. Neither party will enter into any agreement concerning the rights to the completed Work unless that agreement provides that all sums due to each party under the agreement will be paid directly to that party or as provided in the Agency Agreement.

8. Authorship Credit

The credits on the Work and those Ancillary Rights in which the patent(s), copyright(s), or trademark(s) is co-owned, including publicity notices, billings, and posters, shall read as such relates to a unique and novel:

[Empty box for description of patentable product]

(description of patentable product) tentatively entitled:

[Empty box for name of patentable product]

(name of patentable product) by Uriel Corporation and by:

[Empty box for name of company]

, (name of company).

The type family and point size shall be the same. Neither party will enter into any agreement concerning the completed Work unless the agreement contains a provision specifying that authorship credits shall be as set forth in this Clause.



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9. Alienation of Author's Rights

No party shall be permitted to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work without the consent of the other party, which consent shall not be unreasonably withheld. If either party intends to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work, that party will give the other party written notice of the price and terms under which the transaction will be effected. After the notice period, the notified party will have the option to withhold consent if any substantial duties remain to be performed by either party and it will have the first option to purchase the selling party's percent interest related to the Selling Party's ownership of the Work and will be afforded 90 days to purchase the Selling Party's interest in the Work Project.

If the option contained in this Paragraph is not exercised within the specified time period, the selling party may sell his/her rights at the price and on the terms set forth in the notice and, in that event, the selling party will provide the other party with a copy of the sales agreement between the selling party and the purchaser. The purchasing party shall have no rights to the Work and the Ancillary Rights other than the right to receive revenues proportionate to the Purchaser's ownership interest as provided in this Agreement. The purchasing party shall also be liable and will continue to bear the responsibilities of the Selling Party, and shall pay for any and all fees and expenses that might be required or as such may become due in further developing and maintaining the commercialization operations for the Project as such relates to the Work of this Agreement.

10. Confidentiality

It is agreed to and understood by the parties that the materials provided by each to each other shall be held in the strictest confidence until such materials are accepted for publication or other exploitation. For any other document or other material communicated as being confidential, the period of confidentiality shall be at least five (5) years from the date of such communication.

11. Force Majeure

Force majeure shall mean any unforeseeable and exceptional event affecting the contract and the implementation of the project by one or more parties, which is beyond their control, is unforeseeable and insuperable and cannot be overcome despite their reasonable endeavors. Any default on the part of the party does not constitute force majeure.



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12. Division of Expenses and Proceeds

All proceeds from the exploitation of the Work or co-owned Ancillary Rights will be divided between the parties as follows:

Uriel Corporation is entitled to: (%) percent.

Collaborator is entitled to: (%) percent.

Any expenses incurred by the parties in exploitation of such rights will be shared at the same rate as proceeds. URIEL shall be responsible for such expenses, only after revenue starts to be received at the same rate as proceeds when expenses can be paid from profits as such is related the WORK product of this Agreement, and only after patent, copyright, trademark, research and development, website and email, distribution agreements, tooling, manufacturing and inventories and further expenses in this section are paid for and maintained by the Collaborator.

Throughout the commercial life of the Project related to the Work of This Agreement, Collaborator shall continue to pay for any and all patents, copyrights, trademarks, intellectual property and maintenance fees of intellectual property, including legal fees, research and development, engineering, manufacturing, quality control, warehousing, website and email expenses, distribution agreements and related expenses, tooling, manufacturing and inventories and further expenses related to the Work project of this collaborative agreement which may require Collaborator to pay for:

invoices from URIEL or URIEL third parties and vendors, and or to prepay and or reimburse URIEL for any and all project costs and expenses; any and all organizational, regulatory, certification, permit and licensing expenses; legal fees and expenses; taxes, accounting fees and expenses; SEC filings, registrations, and underwriting fees; recruiting, staffing and payroll expenses; administrative, clerical and operating expenses ; insurance expenses, advertising expenses; software, computer, network, and business equipment expenses; user support expenses, training expenses, programming expenses, website development, email accounts and or systems, and management expenses, phone, communication, fax, and mail expenses; market research, market analyses, market testing, market research reports; books, purchased data, purchased services, seminar and tradeshow expenses, publication costs, database searches, templates, forms, email lists, email campaigns, phone, telemarketing and sales expenses, marketing expenses, subscription services, office and facility expenses, storage expenses; corporate and or subsidiary development, management and or operating expenses; salaries and or subcontractor expenses; third party expenses; business expenses; supply expenses; third party service expenses ; travel, airfare, car, mileage, taxis, accommodations, entertainment, and other expenses. These fees shall further include but not be limited to any and all legal, accounting, audit, valuation, proposal, engineering, research and development, marketing, sales, brochure and manual development, manufacturing, packaging, quality control, distribution, warehousing, and/or consulting fees and any further expenses, including all patent, copyright, and trademark preparation and development including patent search fees, patent illustrations, CAD/CAM and engineering drawings, simulations, feasibility studies, rapid prototyping, prototypes, product testing, product certification, intellectual property consulting development fees, all intellectual property legal fees, intellectual property filing fees, intellectual property prosecution fees, intellectual property maintenance and tax fees; intellectual property and patent litigation insurance ; expenses for expert consultants, engineers, other staff, URIEL employees, and or third party organizations and or subcontractors; any and all presentation, proposal and contract development, and any further related expenses incurred by URIEL in connection with any work entered into between the parties hereto and any expenses related to the negotiation, development, and or execution of this Agreement or any further agreements between the parties and or with Agreements of the parties with third parties related to the performance of any and all work by URIEL in United States Currency (USD) to include national and international expenses. Any out-of pocket expenses incurred by URIEL that are not prepaid, shall be reimbursed by CLIENT. It is understood and agreed that the expenses for any and all of the above items and for matters of this and further Agreements related hereto, out-of-pocket or otherwise, shall not exceed:

(\$) (USD), unless the parties further agree to extend such expenditures in writing.



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With respect to proceeds from the exploitation of separately-owned Ancillary Rights, the individual owning such rights shall receive all such proceeds (minus any necessary or agreed-upon expenses incurred in the exploitation of such Ancillary Rights). All gross proceeds and all accountings thereof shall be provided to the Agent, who shall pay the appropriate disbursements pursuant to the underlying Agency Agreement.

The parties agree that each shall be solely responsible for his or her own tax payments and neither shall hold the other liable for any default, delinquency, misfiling, or penalty related to such tax payments, whether at local, state, federal, or international levels.

13. Term and Termination

This Agreement shall come into force as of the date of its signature by the parties. This Agreement will remain in effect throughout the life and term of any and all copyrights, patents and trademarks and any extensions of any and all copyrights, patents, and trademarks in the Work.

If either party dies during the term of this agreement, the surviving party will have the exclusive right to act in all respects as though the survivor were the sole author; provided, however, that the name of the deceased party will continue to appear in all credits as specified in Clause 8 of this agreement, and the decedent's estate will be entitled to receive all monies and documents that the decedent, had the decedent lived, would have been entitled to receive under this agreement.

Any default by either party under this agreement, including but not limited to, a breach of obligations and covenants, a failure to accord or adhere to publishing or other schedules, a failure to exploit, unauthorized exploitation, or an unauthorized assignment or sublicense ("Event of Default"), shall give the non-breaching party the right to demand in writing that the breaching party cure the Event of Default within 30 working days, after which time the non-breaching party shall have the right to immediately terminate this Agreement. If a breach occurs after acceptance of the final draft of the manuscript for the Work or after the licensing of an Ancillary Right in which the copyright is co-owned, the breaching party shall nonetheless fulfill his or her obligations with regard to promotion.

14. Arbitration

Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.



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The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator will decide the dispute under the substantive law of the state of Illinois. The award of the arbitrator will be accompanied by a statement of the reasons upon which the award is based. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

In the case of disputes or differences arising in connection with this Agreement, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

15. Governing Law

This agreement will be governed in all respects by the law of the State of Illinois.

16. Notices

All notices to the parties will be in writing and will be sent to the address of the party stated at the beginning of this agreement by overnight mail and through an email sent to corresponding parties with a copy to the Agent, if any.

17. Entire Agreement

This agreement is the parties' entire agreement, and replaces and supersedes all prior written and oral agreements, with respect to this agreement's subject matter. This Contract constitutes the entire agreement between Collaborator and URIEL, and no promises or representations, express or implied, either written or oral, not set forth herein, shall be binding upon or inure to the benefit of either party. This Contract shall not be modified by oral agreement, either express or implied, and all modifications hereto shall be in writing and signed by both parties.

18. Severability of Invalid Provisions

If any provision of this agreement is deemed unenforceable, that provision will be omitted only to the extent necessary to make this agreement valid and enforceable, and the remaining provisions will remain in full force and effect.

19. Amendments

Amendments or changes to this Agreement shall be valid only if made in writing and signed by each of the parties.



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20. Headings. The headings are inserted for convenience in reference only and are not intended by the parties to be a part of or to affect the meaning or interpretation of this Agreement.

21. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the party claimed to have waived or consented.

22. No Joint Venture. This agreement shall not be construed to place the parties in the relationship of partners or joint venturers nor constitute any party the agent of any other party, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

23. Reservation of Rights. Any rights not expressly granted by a party to this Agreement are reserved to that party. Without limiting the foregoing, nothing in this Agreement shall be construed to prevent the parties from creating a work not involving:

(description of patentable product or product line related to the Work Project of This Agreement).

24. Additional Documents. Each member must execute all additional documents and take all actions as are reasonably requested by the other members in order to complete or confirm the transactions contemplated by this agreement.

25. Successors and Assigns. This Agreement shall be binding upon the parties' heirs, assigns, successors-in-interest, executors, administrators, and any other persons or entities acquiring an interest through transfer, conveyance, succession, or inheritance, as may be permitted herein.

26. Costs and Expenses. In addition to the fee(s) and expenses related to the Work Project of this Agreement, Collaborator agrees to reimburse URIEL for costs and expenses incurred in connection with said Work Project. URIEL and Collaborator agree that costs relating to engineering, manufacturing, distribution, sales, marketing, financial and other consulting services, including accounting, legal, and governmental filing fees and professional CAD or draftsman services for a specific matter, such as preparation and filing of a patent or trademark application, are included in fees and expenses of this Agreement.



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Costs not encompassed by any agreed fixed-rate flat fee can include, but are not limited to, fees fixed by law or assessed by public agencies other than standard USPTO filing fees, maintenance taxes or fees, long distance telephone calls, messenger or delivery fees, postage expenses, in-office photocopying at \$0.25 per page, parking, mileage at \$0.60 per mile, investigation expenses, foreign associate counsel fees and costs, expenses of materials or books particularly related to the Work Project of this Agreement where legal representation, and expenses of consultants to include other consultants, attorneys, accountants or other professionals would be further required. Collaborator authorizes URIEL to hire any investigators, attorneys, consultants, or other professionals reasonably necessary in URIEL's judgment, and to direct such persons or entities to render statements for services rendered and expenses advanced either directly to Collaborator or to URIEL (in URIEL's discretion), in which later event the Collaborator agrees to promptly reimburse URIEL for the full amount of such statements.

Statements. Regarding matters requiring advance payment, Collaborator agrees to pay URIEL's statements before work will commence. Regarding matters for which advance payment is not collected, Collaborator agrees to and must pay URIEL's statements within fifteen (15) days after each statement's date. URIEL will send Collaborator periodic statements for fees and/or costs incurred; URIEL anticipates these statements will be sent monthly.

Advance Initial Project Startup Payment is Required. At this time, a payment of:

\$ (Initial Fund) is required from Collaborator prior to commencing project commercialization activities for the Work Project of This Agreement. Payment of this nonrefundable, fixed-rate flat fee will be applied directly to the Collaborator's account. Fees that are not fixed, such as for matters billed hourly, will require and be held as an advance or further funds, and receipt of such sum from Collaborator will be acknowledged upon receipt. The sum for payment of an advance or further funds will be deposited in a trust account, to be used to pay costs and expenses and fees for commercialization expenses.

Collaborator hereby authorizes URIEL to withdraw sums from the trust account to pay the costs and/or fees the Project related to the Work incurs. Any unused deposit at the conclusion of URIEL's services will be refunded except for those services designated as nonrefundable. No interest shall be paid to Collaborator or URIEL on any moneys deposited into said trust account; all interest being first credited towards account maintenance charges imposed by the bank and thereafter to the located required by the Supreme Court of Illinois or by operation of law.

It is further understood that said trust account may contain retainer funds deposited by other clients or collaborators of URIEL; all such funds shall be separately accounted for by URIEL. URIEL may require that the funds amount in the trust account be increased should the billings required by the Project regularly equal or exceed the amount of the current balance in the trust account and Collaborator agrees to promptly deposit any such additional amount. It is expressly understood that any deposit is a "replenishing fund" deposit. Accordingly, Collaborator agrees that Collaborator will at all times maintain Collaborator's then required balance of the trust account.

27. Discharge and Withdrawal. Collaborator is free to consult with another consulting company or advisor at any time. Collaborator may terminate this Agreement at any time. URIEL may withdraw from working with Collaborator with consent or for good cause. Good cause includes Collaborator's breach of this Contract, Collaborator's refusal to cooperate with URIEL or to follow URIEL's advice on a material matter or any other fact or circumstance that would render URIEL's continuing efforts unlawful or unethical.

28. Disclaimer of Guarantee. Nothing in this Contract and nothing in URIEL's statements to Collaborator will be construed as a promise or guarantee about the outcome of commercialization matters. URIEL makes no such promises or guarantees. URIEL's comments about the outcome of commercialization matters are expressions of opinion only.



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29. Effective Date. This Contract will take effect when Collaborator has performed the conditions stated in the paragraphs of this Agreement, but its effective date will be retroactive to the date URIEL first provided services. Even if this Contract does not take effect, Collaborator will be obligated to pay URIEL the reasonable value of any services URIEL may have performed related to the commercialization of the Project and Work related to this Agreement.

30. Past Due Bills. In the event that any fee is not paid as provided above, interest at the rate of 1.0% per month shall accrue, until payment of such fees is made. In the event that such fees are not paid promptly, URIEL's fees and costs shall be recoverable by URIEL in connection with negotiation, settlement, or an action to enforce payment of fees pursuant to this Contract. In the event that any such fee is not paid promptly, URIEL reserves the right to withdraw from further commercialization activity related to the Project subject to any restrictions imposed by any court of competent jurisdiction or the State Bar of Illinois. Collaborator hereby agrees to promptly execute any documents needed to effectuate such withdrawal of URIEL's participation for providing services related to the commercialization of the project. If this Contract is being signed on behalf of a Collaborator that is a corporation or other limited liability entity by an owner of that entity the owner also agrees to be personally liable for all fees and costs owed to URIEL under the terms of this Contract.

31. Waiver of Conflicts. Collaborator acknowledges that Collaborator has been advised that in connection with the joint representation of multiple commercialization projects there are inherent potential conflicts of interest. Therefore, in the event of the representation of an entity or in connection with the formation of an entity such as a limited partnership, limited liability company, corporation, subsidiary, or partnership (including without limitation the preparation of stock purchase agreements or buy-sell agreements among the owners in connection with such representation), URIEL has determined not to represent the owners of the entity individually and only represent the entity. Each owner has been advised to seek the advice of their own counsel. Nevertheless, by their signatures below, each owner waives any potential conflicts of interest.

32. No Refunds or Credits. Except as otherwise expressly and specifically set forth in this Agreement, (i) any amount paid to URIEL and to Third Party Contractors pursuant to this Agreement shall be non-refundable under any and all circumstances.

33. Term. The term of this Collaboration Agreement is five years, commencing on the effective date of execution, and shall automatically renew for an additional 5 year term on each subsequent 5 year anniversary date unless terminated by either of the parties hereto. Termination or expiration of this agreement shall not relieve Collaborator of any unpaid fees and expenses that might be due to URIEL or that might be due to URIEL third party contractors. Termination or expiration of This Agreement shall also not operate to dissolve URIEL's rights or ownership in The Project's Intellectual Property. Furthermore, Termination or Expiration of This Agreement shall not operate to dissolve URIEL's equity interest and ownership in The Project.

34. Right to Terminate. Either party may terminate this Agreement at any time with sixty (60) days written notice.

35. Confidentiality. During the term of this Agreement, both parties shall not disclose to Third Parties any confidential information related to The Project and the parties will not disclose any Confidential Information related to each other's interests without first obligating Third Parties to sign a Confidential Non-Disclosure Agreement.

"Confidential Information" for the purposes of this Agreement shall include proprietary and confidential information such as, but not limited to, technology plans, research and development plans, designs, models, software, product specifications, marketing plans, patent applications, disclosures and new concepts.



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Confidential information shall not include any information that:

- A. Is disclosed without restriction.
- B. Becomes publicly available through no act of the recipient.
- C. Is rightfully received by either party from a third party.
- D. Is disseminated in publications.

If Collaborator or Collaborator's customers and Collaborator third parties wish to review Confidential Information related to The Project, and or wish to review URIEL Confidential Information in order to determine their interest in licensing The Project's intellectual property, or to further assist URIEL or Collaborator to commercialize or monetize The Project, Collaborator and URIEL will require the customer / client to execute a URIEL standard confidentiality-non disclosure agreement prior to conveying any such information.

36. Public Releases. The parties to this Collaboration Agreement agree that all public releases of information related to this Collaboration Agreement by either party will require the written consent of the other party. In specific, Collaborator acknowledges its disclosure obligation under SEC Regulation FD and the parties agree that any unintentional disclosure by either party that requires disclosure under Regulation FD will be immediately communicated to the other party.

37. Notices. Any notice to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested, sent by email, or sent by overnight courier service as follows:

COLLABORATOR:

[Empty box for Collaborator signature]

URIEL CORPORATION:

[Empty box for URIEL Corporation signature]

38. Enforceability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

39. NON-INTERFERENCE WITH BUSINESS. During this Agreement, and for a period of five (5) years immediately following its termination, Client, and or Licensee and or third parties related to this Agreement agrees not to interfere with the business of URIEL in any manner and to keep all confidential information of URIEL free from disclosure. By way of example and not of limitation, Collaborator, Licensee, and or third parties agree not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with URIEL. The rights and obligations contained in or related to "Intellectual Property Rights", "Confidentiality Provisions", "Equity Ownership and Interest of URIEL Corporation", and or as rights and obligations pertain to "Noninterference with Business", will survive any termination or expiration of this Agreement.

(The rest of this page is intentionally left blank.)



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IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

CLIENT

URIEL CORPORATION

ENTITY NAME:

/s/

/s/

By:

By: **Peter J. Panopoulos**

Its:

Its: President, CEO, Founder

Date:

Date: