

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIAL NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into as of:

_____ **(date)** by and between, Uriel Corporation, www.urielcorporation.com (parent Think Tank), www.lumenscubed.com (lighting and sensing systems subsidiary of Uriel Corporation), One Westbrook Corporate Center, Suite 300 Westchester, IL 60154-5709, Phone: 1-708-598-7314, Email of President: p.panopoulos@urielcorporation.com, **(incorporated and headquartered in the State of Illinois, (hereinafter “Uriel”) and:**

(hereinafter "Confidant") (Confidant and URIEL each being a "Party" and collectively the "Parties").

WHEREAS, URIEL and Confidant and its affiliates, employees, agents, consultants and attorneys may be furnishing certain confidential, non-public and/or proprietary financial and other information to each other relating to a proposed transaction between the Parties;

WHEREAS, the Parties and their affiliates, employees, and agents desire that information exchanged by them be treated confidentially and seek to obtain certain other protections in connection with the delivery of confidential information and use of the confidential information by and between them and their respective officers, employees, agents, consultants and attorneys;

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions recited herein, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION

“Confidential Information” for purposes of this Agreement shall mean and include any and all information URIEL makes available to Confidant, and vice versa, concerning or relating in any way to the, processes, know-how, techniques, technology, methods or operation, financial information, business plans, sensitive documents and attachments in emails, or in other media, verbal or written from URIEL or from Confidant or from their employees, officers, agents, independent contractors, or affiliates as such is specifically limited in scope & content to the following Issued Patent(s) & or Pending Patent Application(s):

Without limitation, Confidential Information shall include, but not be limited to, products, technology, patents, processes, data, and technical information relating to, or created by URIEL, or by Confidant and their employees, officers, agents, independent contractors, or affiliates.

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Confidential Information shall include all information stored in any form, including documents, handwritings, electronic storage media, computer tapes, software, disks, photographs, video or audio tapes and demonstrations. Notwithstanding the foregoing, Confidential Information shall not include information or data which:

- (a) was in the public domain prior to being furnished to Uriel or to Confidant;
- (b) was independently known by Uriel or by Confidant prior to its disclosure under the provisions hereof;
- (c) is disclosed to Uriel or to Confidant by a Third Party, (without any breach of any confidentiality agreement or obligation to the other Party) who did not unlawfully acquire or receive such information on a confidential basis from the other Party;
- (d) after being furnished to Uriel or to Confidant, entered the public domain through no act or failure to act on the part of Uriel or on the part of Confidant; or

Confidential Information shall not be deemed to be in the public domain merely because any part of the information is embodied in general disclosures or because individual features, components, or combinations thereof are now known or became known to the public. Additionally, Confidential Information shall not be deemed to be public based on the inclusion of such in confidential offering documents used in conjunction with a securities offering.

2. PROPERTY OF RESPECTIVE PARTIES.

Confidential Information furnished in accordance with this Agreement shall, at all times be and remain the property of the Party furnishing the information and nothing in this Agreement shall be deemed by implication or otherwise to convey to Uriel or to Confidant any proprietary rights in the Confidential Information, nor shall this Agreement be deemed a commitment of any kind by either Party to enter into any further agreements with each other.

3. OBLIGATIONS OF URIEL AND CONFIDANT.

Uriel and Confidant shall maintain all Confidential Information in strictest secrecy and confidence and shall not use the Confidential Information for any purpose other than analyzing and evaluating the Confidential Information or any additional use agreed to by the Parties hereto in writing. In the absence of a specific written agreement to the contrary, all information furnished by the Parties shall be considered Confidential Information unless covered by an exception as stated in Paragraphs 1(a)-(d) above.

Uriel and Confidant both acknowledge that they are delivering the Confidential Information in reliance upon the promises and agreements of Uriel and of Confidant contained in this Agreement.

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Uriel and Confidant both acknowledge that the value of the Confidential Information provided is attributable substantially to the fact that such Confidential Information is maintained in strictest confidentiality and secrecy.

Accordingly, Uriel and Confidant both covenant and agree to keep the Confidential Information strictly secret and confidential, to safeguard the Confidential Information and to take reasonable measures to prevent disclosure or other dissemination thereof to any person other than an employee of Uriel or of Confidant with a need to know such information, or to a third Party following prior written approval. Uriel and Confidant shall both advise each representative of the confidential nature of the Confidential Information. The Parties shall be responsible for any breach of the provisions of this Agreement by any representative. The Parties agree to take all necessary measures, at their own expense, necessary to compel compliance by a representative with the provisions of this Agreement. The Parties shall take all reasonable precautions to prevent disclosure of Confidential Information to the public or to prevent the unauthorized use of such information by the Parties or their representatives.

Without prior written consent of either Party, no Party or its agent shall reveal or disclose to any person or entity the fact of this Agreement or that information had been made available or that the parties are discussing any business arrangement, or that negotiations are occurring or may occur regarding a possible transaction, or otherwise reveal any terms or prospective terms of a transaction.

4. RETURN OF CONFIDENTIAL INFORMATION.

Uriel or Confidant shall, within five (5) business days of receipt of a written request of the furnishing Party, immediately return or destroy all documents and other tangible items expressing or embodying the Confidential Information and all copies thereof made by each other and by anyone to whom the Confidential Information has been made available by each other in accordance with the provisions of this Agreement, and shall not retain any copies, extracts, or other reproductions, in whole or in part, of the same for any purpose. Uriel and or Confidant shall destroy, except as otherwise required by law, all memoranda, notes and other documents prepared by Uriel and or Confidant and the representatives not otherwise returned containing, or based in whole or in part on, any Confidential Information. Uriel and Confidant both shall in writing certify as to the return or destruction of all Confidential Information.

5. BREACH BY URIEL AND OR CONFIDANT.

Uriel and Confidant acknowledge and agree that any breach of this Agreement (either actual or threatened) by Uriel or Confidant or any representative will give rise to irreparable injury which is not compensable in damages alone. Therefore, Uriel and Confidant both agree that in such event, the Party supplying the information shall have the right to seek and obtain temporary and permanent injunctive relief, without the necessity of posting a bond, against the breach or threatened breach of the obligations of Uriel and or Confidant in this Agreement, in addition to any and all other remedies and rights at law or in equity, and such remedies and rights shall be cumulative. The prevailing party in an action for breach of this Agreement shall have the right to be reimbursed its reasonable attorneys' fees and costs of litigating any action.

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6. WAIVER.

No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder.

7. SEVERABILITY.

In case any provisions of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

8. SURVIVAL.

The obligations imposed on Uriel or on Confidant under this Agreement shall terminate on the day which is five (5) years from the date hereof.

9. SCOPE OF AGREEMENT.

No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, directly or indirectly, for any Confidential Information disclosed.

10. AMENDMENT.

No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters.

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12. BINDING EFFECT; ASSIGNMENT.

This Agreement shall be binding upon the Parties, their affiliates, officers, employees, consultants, attorneys, successors and representatives and shall inure to the benefit of Uriel and Confidant. In no event may either Party assign this Agreement without the express written consent of the other Party.

13. GOVERNING LAW; JURISDICTION.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of law rules or principles. Any dispute arising between the parties shall be settled through arbitration in the State of Illinois, and each Party submits itself to the jurisdiction of such arbitration proceedings. The parties shall make an attempt to negotiate and settle any and all disputes in good faith prior to resorting to any arbitration proceeding.

14. NO REPRESENTATION AS TO COMPLETENESS OR ACCURACY.

The Parties acknowledge that neither one makes any representation or warranty, express or implied, regarding the accuracy or completeness of any information exchanged between them pursuant to this agreement.

15. NOTICE.

If Uriel or Confidant or anyone to whom it transmits information covered by this Agreement becomes legally compelled by process, subpoena or otherwise to disclose information covered by this Agreement, the person so compelled shall provide prompt notice to the other Party so that it may seek appropriate legal protections at the expense of the party seeking such legal protections. Notice shall be supplied by facsimile or messenger delivery at the business address of the respective parties. The parties agree that only that portion of information legally required to be produced shall be produced, as reasonably determined by an opinion of Uriel's or Confidant's counsel. All parties shall use their best efforts to obtain reliable assurances that confidential treatment will be accorded the information at all times.

16. HEADINGS.

Descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not, in any manner or way whatsoever, affect the meaning or construction of any provision of this Agreement.

[The rest of this page is intentionally left blank. Signature page is the next page.]

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IN WITNESS WHEREOF, this Confidential, Non-Disclosure Agreement has been duly executed on the date first written above.

Confidant;

Authorized Signing Party:

Name of Entity/Individual:

By: _____

Its:

Date: _____

URIEL CORPORATION

By: _____

Peter J. Panopoulos

Its: President, CEO & Founder

Date: _____

Initials: _____