



Contract Number: [redacted]

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

and between [redacted] (hereinafter CLIENT), a company incorporated in the State of: [redacted], with offices located at: [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-Client Consulting/Representation Agreement Contract ("Contract") is made by and between URIEL and CLIENT. 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. URIEL seeks to further develop and improve or enhance Client intellectual property and related technology-product(s), and to help or consult Client in potential subsidiary development, commercialization and monetization efforts related to:

[redacted]

(identifying "The Project") which CLIENT seeks to develop for the marketplace. The goal of this Agreement is to generate on-going royalties, other license revenue, or to further launch and or develop a Uriel-Client Jointly-Owned Company or Subsidiary that relates to "The Project" that might potentially generate revenue. Uriel proposes to develop Engineering, Manufacturing, & Distribution Alliances that might include outsourcing through Uriel contracted parties or where Uriel would engage in brokering, or to further engage in an advisory capacity, to build management teams, and or assist to develop financing for "The Project" where URIEL might negotiate and develop joint interests freely with third parties at its full sole discretion for The Project.

2. [redacted] (CLIENT) hereby contracts with Uriel and Client seeks to develop a Strategic Alliance with URIEL for URIEL to enhance Client's Business Model and to have URIEL enhance Client's proprietary product development efforts. Client hereby contracts with URIEL for URIEL to Consult & Advise CLIENT; to engage in Alliance development for CLIENT; to engage in a Negotiation Capacity for CLIENT; to help CLIENT monetize its concepts; to further develop CLIENT's business operations, business plan, financial plan, and marketing plan; to assist CLIENT in raising capital; to further develop a management team for CLIENT and or to direct or become an active part of CLIENT's Business Management Team; all on a best efforts basis. CLIENT shall hereby pay URIEL certain specified fees and expenses as are related to this Agreement and as such would relate to any attachments, Statements of Work, further Work Orders, further contracts, or addendums attached hereto and made part of this Agreement.



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As part of Uriel's compensation, in addition to paying said fees and expenses, Client hereby agrees to give Uriel an equity position of  percent (%) in "The Project" as an added incentive for Uriel to work with and assist Client to bring Client-developed and or Uriel-Enhanced and or URIEL-Developed inventions to the marketplace. CLIENT will sign further documentation and agreements to perfect URIEL's interest and ownership in said EQUITY.

3. URIEL will review selected CLIENT intellectual properties and/or new invention Disclosures and its business documents related to The Project for a fee of:

\$  (USD) to assess The Project's potential. If URIEL determines that The Project has Merit, then URIEL shall provide CLIENT a brief written summary, including URIEL's opinion regarding the potential marketability of The Project. If a go situation prevails and URIEL decides that the Project has Merit, then this Agreement will continue in force as written. If URIEL declines to work further on The Project, then URIEL will be compensated only for the work and expenses that were performed up to the point of declining the opportunity. Equity would not be due to URIEL if URIEL's President officially declines the opportunity in writing after said review. If URIEL decides that a go situation prevails and that The Client Project has Merit, URIEL will then use its best efforts to find an Exclusive Corporate Licensee or URIEL will Work with CLIENT to engage in further commercialization activities that might include subsidiary or corporate development and to further strategically position The Project to include but not be limited to activities such as technical feasibility analysis; experimentation; engineering; simulation modeling; prototype development; further research and development; mechanical engineering; electronic engineering; CAD development; mold making; patent searches, analyses, research; patent enhancement; patent development, prosecution, and maintenance; trade mark development; the development of alliances; Project-Related website development; promotions; email campaigns; internet research; internet advertising; telemarketing campaigns; CRM System development and implementation; development of a sales force; development of distribution alliances; outsourcing of manufacturing; the further definition and development of business, financial, & marketing plans; the development & management of management teams & third party contractors; and or other activities.

Client and Uriel shall agree on what services will be performed by URIEL in writing at Client's expense through further Agreements, Statements of Work (SOWs), and Work Orders (that are attached hereto and made part of this Agreement). Fees and expenses will for such services shall be mutually agreed to and be specified in writing for such activities. At all times, Uriel shall have full sole discretion as to what parties will perform work for The Project. Uriel shall have the full sole and discretionary right to hire legal counsel, consultants, and third parties of its choosing, to develop any and all agreements, and to negotiate any and all agreements at CLIENT's expense subject to CLIENT's authorization in writing. CLIENT hereby grants Uriel FULL IRREVOCVABLE POWER OF ATTORNEY granting URIEL full sole discretion in matters related to The Project. This shall include but not be limited to matters of alliance development and management, and in accepting, rejecting, or in managing and concluding negotiations with any and all parties as such relate to The Project.

URIEL, shall participate in best efforts consulting and engage in best efforts operations designed to help the Client to Monetize The Project. Further agreements, statements of work, work orders and other documentation developed for The Project having the same contract number in reference to This Agreement are attached hereto and made part of this Agreement.

CLIENT hereby assigns any and all ownership, interests and rights to its Intellectual Property as such relate to The Project to URIEL, or to a jointly owned entity or subsidiary that URIEL and the CLIENT will jointly incorporate, own, and or operate at CLIENT's expense that will be used to attempt the monetization of The Project. Client will sign any and all documentation required to perfect the transfer of ownership and assignment of any and all intellectual property rights related to The Project to Uriel or to said jointly owned entity where any and all ownership and rights will be assigned and be transferred to Uriel and or to the Jointly Owned Entity.



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The assignment documents and agreements that transfer any and all rights and ownership of The Project to URIEL and or to the Jointly Owned Entity is attached hereto and made part of this Agreement.

CLIENT shall prepay the sum of \$  (USD) (PREPAID INTELLECTUAL PROPERTY DEVELOPMENT/CONSULTING RETAINER FUND) to URIEL upon the signing of this Agreement. This prepaid fee/fund shall cover consulting and third party services, patent, copyright and trademark expenses to include cost of filing, prosecution, PCT applications, foreign filings, continuations, continuations-in-part, translation costs, maintenance taxes, renewal costs, mailing expenses, legal expenses, administrative, accounting and other expenses for the life of the intellectual property being developed or maintained. Any additional expenses required to develop and perfect intellectual property rights for The Project not covered in the PREPAID INTELLECTUAL PROPERTY DEVELOPMENT FUND shall be the responsibility of the CLIENT. This prepaid fund shall include Intellectual Property development for The Project for the following countries of interest that are within CLIENT's budgetary constraints:

**3.1. Legal & Consulting Fees.** CLIENT agrees, within fifteen (15) days following receipt of appropriate documentation, estimates and invoices from URIEL, to prepay and or to reimburse URIEL as mutually agreed for all due diligence expenditures, for any and all fees and expenses related to legal, financial, accounting, audit, valuation, proposal, engineering, and/or consulting fees and expenses including patent, copyright, trademark expenses, filing fees, prosecution fees, maintenance and tax fees, intellectual property and patent litigation insurance, and any further related expenses and fees related to technical feasibility, engineering, manufacturing, distribution, marketing, sales, inventories, storage and transportation costs, warehousing, mailing, travel, phone, computer, software, equipment, and other expenses required for The Project and or as might be incurred by URIEL in connection with The Project. Other expenses and fees might include negotiation expenses, as such relate to The Project; further expenses for services and agreements required for The Project, or expenses where purchases might be required. Such expenses and fees might also apply when URIEL contracts with third parties as such might be related to licensing, engineering, manufacturing, distribution, and alliance development activities, or if URIEL shall engage others for further services that might be required or be beneficial to The Project. Further fees and expenses may apply during the course of URIEL's engagement where such expenses and fees might relate to further Statements of Work (SOWs) or to Work Orders contracted between the parties. The expenses related to this Agreement are set forth in Article 3 and in 3.1 (a). Any additional fees, expenses and billing to CLIENT shall be mutually agreed upon between the parties before any additional services will be performed.

3.1. a) Fees and Expenses incurred by activities related to The Project or that are due to be paid to URIEL for any and all consulting, third party services, and other expenses shall be the responsibility of the CLIENT where CLIENT will be liable for said fees and expenses. All fees and expenses shall be pre-approved and agreed to by the CLIENT before URIEL begins work or hires anyone to engage in any capacity as such might relate to The Project. All fees and expenses required from the CLIENT shall be specified in Statements of Work, Work Orders, and in other Documents, Emails, and Agreements and such are hereby attached hereto and are made part of This Agreement. It is estimated that the minimum fees and expenses and or budget that will be required from the CLIENT for URIEL to successfully commercialize the project would include the sum of:

\$  (MINIMUM BUDGET) made payable to URIEL within 15 days of CLIENT receiving an invoice from URIEL where said funds will be made payable in United States Currency (USD).

b) Client shall further pay URIEL a fee and a commission bonus fee in relation to any Patent Sale(s), Brokering Sales, Product Licensing Sales, Product Sales, Product Distribution Sales, Alliance Sales, or if URIEL or URIEL's Contacts are successful in raising capital to assist in Commercializing or Monetizing The Project.



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Such fees, commissions, and commission bonus fees shall amount to [Redacted] (%)PERCENT of said sales or shall amount to \$ [Redacted] in United States Currency (USD) per sale (whichever is higher). Such percentages and amounts shall also apply for capital raising efforts related to The Project.

It is further agreed and understood that commission percentages and fees charged by URIEL for raising capital would be fees and commissions required by URIEL for URIEL'S involvement. Client understands and agrees that further commission percentages and fees might be charged by investment bankers and other funding intermediaries that URIEL might pursue as such might relate to capital raising efforts for The Project.

3.1 c) Scope. URIEL agrees to provide consulting services for Client for the initial matters of The Project defined and outlined in paragraph 1 of this agreement and various subsequent matters pertaining to representation of Client. This Contract will not take effect, and URIEL will have no obligation to provide services, until Client returns a signed copy of this Contract and submits the payment(s) called for throughout the Agreement. This agreement will govern future representation of client for subsequent matters that are requested, quoted, invoiced, and performed separately from the initial matters outlined in paragraph 1.

3.1 d) URIEL'S Duties. URIEL shall provide those consulting services reasonably required to represent Client related to commercialization interests of The Project and shall take reasonable steps to keep Client informed of progress and to respond to Client'S inquiries. URIEL'S services may include consulting and advice relating to the matters to be covered. URIEL'S services under this agreement will not, however, include litigation of any kind, whether in court, in administrative hearings, or before government agencies or arbitration tribunals; these services may be added at a later date by a separate written contract signed by both parties.

3.1 e) Client'S Duties. Client shall be truthful with URIEL, cooperate with URIEL, keep URIEL informed of developments, abide by this Contract, pay URIEL'S bills on time and keep URIEL advised of Client'S address, telephone number, and whereabouts.

3.1 f) Minimum Fee and Adjustment of Final Fee. Client agrees to pay for consulting services based upon URIEL'S standard consulting billing rates in effect at the time such services are performed. Billable time shall include preparation, research, correspondence, fees and expenses of third parties contracted for The Project, travel, and transportation time. This list is not exhaustive. Consulting services will be provided primarily using a fixed-rate flat fee structure, with representation of each task in a matter being priced as a product and not a collection of hours. Payment of these fixed-rate flat fees is required before work will commence. However, Client and URIEL agree that some representation may require an unforeseeable amount of time to complete, and may require billing at an hourly rate. It is recognized by the parties that such hourly billing rates, at the time this agreement is entered into, will be performed at a rate of:

- \$ [Redacted] /hour per person for attorneys;
- \$ [Redacted] /hour per person for scientists & engineers;
- \$ [Redacted] /hour per person for third party consultants;
- \$ [Redacted] /hour per person for CAD draftsmen;
- \$ [Redacted] /hour per person for executives;
- \$ [Redacted] /hour per person for business development managers, salespeople & telemarketers;
- \$ [Redacted] /hour per person for website developers and computer professionals.



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It is expected by the parties that such rates may increase in the future. URIEL charges in minimum one tenth (0.1) units of an hour, with every incomplete unit being rounded to the next full unit.

Notwithstanding the provisions of Paragraph 3.1 (f), there will be a nonrefundable fixed-rate flat fee in this initial matter of \$ [Redacted] (Initial Flat Fee). Client understands that this fixed-rate flat fee is nonrefundable to the Client even in the event that the Client disengages representation prior to completion of the work agreed upon and subject to this Contract.

Client acknowledges that, although time expended is the major fee-determining criterion, ultimately the total and final fees will be based on a more comprehensive measure of the reasonable value of URIEL's services. Factors other than the amount of time required, such as the novelty and complexity of the subject matter or questions involved, the skill required to provide proper consulting and representation, familiarity with the specific area of consulting involved, the preclusion of other engagements caused by the acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar consulting services, the nature and length of URIEL's relationship with the Client or by circumstances will all have a significant bearing on the reasonable value of the services performed.

Therefore, it is agreed that the final fees to be charged by URIEL may be revised upward or downward from the total fee amount as calculated above, at the discretion of URIEL, to properly reflect such factors as those listed above, as well as other considerations that may arise during the course of the representation.

Costs and Expenses. In addition to the above fee(s), Client agrees to reimburse URIEL for costs and expenses incurred in connection with said representation. URIEL and Client 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 with the fixed-rate flat fees stated in paragraph 3.1 (f).

Costs not encompassed by the fixed-rate flat fee stated in paragraph 3.1 (f) 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 Client's legal representation, and expenses of consultation with other consultants, attorneys, accountants or other professionals. Client 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 Client or to URIEL (in URIEL's discretion), in which later event the Client agrees to promptly reimburse URIEL for the full amount of such statements.

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

Advance Initial Retainer Payment Required. At this time, a payment of:

\$ [Redacted] (Initial Retainer) is required prior to commencing a consulting engagement and representation of Client by URIEL. Payment of the nonrefundable, fixed-rate flat fee will be applied directly to the Client's account. Fees that are not fixed, such as for matters billed hourly, will require and be held as an advance or retainer, and receipt of such sum from Client will be acknowledged upon receipt. The sum for payment of an advance or retainer will be deposited in a trust account, to be used to pay costs and expenses and fees for consulting services.



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Client hereby authorizes URIEL to withdraw sums from the trust account to pay the costs and/or fees Client 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 Client 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 of URIEL; all such funds shall be separately accounted for by URIEL. URIEL may require that the retainer amount in the trust account be increased should the billings to Client regularly equal or exceed the amount of the current balance in the trust account and Client agrees to promptly deposit any such additional amount. It is expressly understood that any deposit is a "replenishing retainer" deposit. Accordingly, Client agrees that Client will at all times maintain Client's then required balance of the trust account.

Discharge and Withdrawal. Client is free to consult with another consulting company or advisor at any time. Client may discharge URIEL at any time. URIEL may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client'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 representation unlawful or unethical.

Conclusion of Services. When URIEL's services conclude, all unpaid charges shall become immediately due and payable. After URIEL's services conclude, URIEL will upon Client's request, and after all outstanding charges have been paid, deliver Client's file to Client along with any of Client's funds or property in URIEL's possession. Client agrees to pay for the cost of copying and transferring Client's files and or materials upon termination of URIEL's services.

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

Effective Date. This Contract will take effect when Client 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, Client will be obligated to pay URIEL the reasonable value of any services URIEL may have performed for Client.

Entire Agreement. This Contract constitutes the entire agreement between Client 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.

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 representation of Client subject to any restrictions imposed by any court of competent jurisdiction or the State Bar of Illinois. Client hereby agrees to promptly execute any documents needed to effectuate such withdrawal of URIEL's consulting services. If t his Contract is being signed on behalf of a Client 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 t his Contract.

Waiver of Conflicts. Client acknowledges that Client has been advised that in connection with the joint representation of multiple clients 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,



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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.

3.2. 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 all circumstances.

4. The term of this Strategic Alliance 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 CLIENT 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.

5. Either party may terminate this Agreement at any time with sixty (60) days written notice.

6. 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.

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 CLIENT or CLIENT customers and CLIENT 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 CLIENT to commercialize or monetize The Project, CLIENT and URIEL will require the customer / client to execute a URIEL standard confidentiality-non disclosure agreement prior to conveying any such information.

7. The parties to this Strategic Alliance agree that all public releases of information related to this Strategic Alliance by either party will require the written consent of the other party. In specific, CLIENT 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.

8. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois.

9. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

This Agreement may be amended, supplemented or changed, only by an Agreement in writing, signed by both of the parties.



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10. 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:

CLIENT:

URIEL CORPORATION:

11. 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.

11.1 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, Client, 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.

12. 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.

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: