

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of _____, 2018, by and between iPEL, Inc., 1055 E. Colorado Boulevard, Fifth Floor, Pasadena, California 91106 (“iPEL”), and _____ (“COMPANY”) (hereinafter collectively referred to as the “Parties”).

1. PURPOSE

The purpose of the Agreement is to enable the Parties to explore a potential patent licensing agreement, and to allow iPEL to disclose to COMPANY the specific details of iPEL’s worldwide patent portfolio (owned through multiple subsidiary entities), which is not publicly known and which iPEL intends to maintain as Confidential Information.

2. DEFINITION

“Confidential Information” means any information, technical data or know-how, including, but not limited to, that which relates to iPEL’s worldwide patent portfolio, trade secrets, any other intellectual property and confidential business information, disclosed orally or in written or electronic form. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Receiving Party, or (iii) is approved for release by the Disclosing Party.

3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Each Party agrees not to use the Confidential Information disclosed to it by the Disclosing Party for its own use or for any unpermitted purpose. The Receiving Party will not disclose such Confidential Information to anyone. The Receiving Party agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of unauthorized persons. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information that may come to its attention.

Notwithstanding any other provision of the Agreement, disclosure of Confidential Information shall not be precluded if such disclosure:

- (a) is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof;
- (b) is otherwise required by law; or,
- (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

In the event that the Receiving Party is requested in any proceedings before a court or any other governmental body to disclose Confidential Information, it shall give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order. If in the absence of a protective order, the Receiving Party is nonetheless compelled to disclose Confidential Information, the Receiving Party may disclose such information without liability hereunder; provided, however, that the Receiving Party gives the Disclosing Party advance written notice of the information to be disclosed. Notwithstanding the above, iPEL has the ability to publicize the name of Company on its list of licensees if the parties enter into a patent portfolio license agreement.

4. OWNERSHIP

All Confidential Information shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no right to use Confidential Information except as provided herein.

5. RETURN OF MATERIALS

Any materials or documents, which have been furnished by the Disclosing Party to the Receiving Party, will be promptly returned to Disclosing Party, accompanied by all copies of such documentation, upon demand by Disclosing Party.

6. INTELLECTUAL PROPERTY RIGHTS

Nothing in this Agreement is intended to grant any implied rights or licenses to either party under any patent, trade secret, trademark, mask work right, copyright or any other intellectual property right in the applicable jurisdiction of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein. The Disclosing Party warrants that it has the right to disclose its Confidential Information to the Receiving Party.

7. TERM

The confidentiality obligations of this Agreement shall remain in effect indefinitely and the Receiving Party shall not be allowed to disclose confidential information learned about the Disclosing Party to any unauthorized third-party at any point in the future unless required by law or court order.

8. MISCELLANEOUS

This Agreement shall be binding upon and for the benefit of the undersigned Parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the Disclosing Party. This Agreement contains the final, complete, and exclusive agreement of the Parties relative to the subject matter hereof and supersedes any prior agreement of the Parties, whether written or oral. This Agreement may not be changed, modified, amended,

or supplemented except by a written instrument signed by both Parties. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. REMEDIES

The Parties agree that the Parties' reputations and business interests would be damaged by a breach of this Agreement. The Parties also agree that quantifying the damages is difficult. As such, in the event that either of the Parties or any agents of either of the Parties breach this agreement ("the breaching Party"), the breaching Party shall pay the harmed Party liquidated damages in the amount of \$50,000. The Parties agree that such damages are reasonable given the difficulty of proving the loss sustained by the harmed Party as well as the difficulty of finding another adequate remedy.

10. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the State of California, applicable to agreements to be wholly performed therein, without giving effect to its laws governing conflict of laws.

11. NOTICES

All notices hereunder shall be sent to either party at the address specified above, or such other address or contact person as the respective party may specify from time to time in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, each of the Parties has signed this Confidentiality Agreement as of the date specified next to their signatures below.

iPEL Inc.

By: _____
(signature)

By: _____
(signature)

Date: _____

Date: _____

Name: _____

Name: Rasheed McWilliams

Title: _____

Title: President