

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

*Smart Microwave Sensor, GmbH
Den Waashainen 1
Braunschweig, 38108 Germany*

(hereinafter called *Reviewer*) seeks to review certain technology which has been or is being developed by ECONOLITE GROUP, INC. of Anaheim, California (hereinafter called *Company*). The technology is more specifically described as:

*Traffic control concepts and algorithms that are based on a traffic controller having geographical awareness of the intersection or area being controlled together with real-time trajectory data of approaching vehicles. Vehicle trajectory data being supplied by sensors external to the controller or from the vehicles themselves
(Project Code Name: GEO).*

In consideration of Company's acceptance of Reviewer's promises hereunder, the Reviewer agrees as follows:

1. For purposes of the Confidentiality and Non-Disclosure Agreement (the *Agreement*), "Confidential Information" shall mean information or material proprietary to Company or designated as Confidential Information by Company and not generally known by non-Company personnel, of which the Reviewer may obtain knowledge or access through or as a result of the Reviewer's agreement herein. The Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing):

Discoveries, ideas, inventions, concepts, hardware in various stages of development, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow-charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information. Confidential Information also includes any information described above which Company obtains from another party and which Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by Company. INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME THE UNDERSIGNED FIRST LEARNS OF SUCH INFORMATION, OR GENERIC INFORMATION OR KNOWLEDGE WHICH THE UNDERSIGNED WOULD HAVE LEARNED IN THE COURSE OF SIMILAR EMPLOYMENT OR WORK ELSEWHERE IN THE TRADE, SHALL NOT BE DEEMED PART OF THE CONFIDENTIAL INFORMATION.

2. Confidential information does not include information that Reviewer can show:
 - a) Is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving party;
 - b) Was in the receiving party's possession prior to receipt from the disclosing party, as proven by the receiving party's written records, without restriction in use or disclosure;

- c) Is received by the receiving party from a third party free to disclose such information to the receiving party; or
 - d) Is subsequently independently developed by or in behalf of the receiving party, as proven by its written records.
3. All notes, data, reference materials, sketches, drawings, memoranda, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights therein, including patents and copyrights, shall belong exclusively to Company and the Reviewer agrees to turn over all copies of such materials in the Reviewer's control to Company upon request.
 4. The Reviewer agrees to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, including direct competition with Company in the manufacture and sale of equipment or products similar in use of concept. Also should Reviewer conceive of any inventions or create any copyrightable materials or trademarks as a result of receiving or reviewing the Confidential Information, Reviewer agrees to assign or have assigned to Company all rights, including, but not limited to, the patent, copyright and trademark rights, in each such invention, material or mark.

Reviewer may comply with the requirements of applicable law for the disclosure of information. In the event of such a demand, Reviewer shall provide prompt notice to and cooperate with Company, should Company decide to seek a protective order to limit or prevent disclosure.

5. Because of the unique nature of the Confidential Information, the Reviewer understands and agrees that Company will suffer irreparable harm in the event that the Reviewer fails to comply with any of its obligations under Sections 2 and 3 above, and that monetary damages will be inadequate to compensate Company for such breach. Accordingly, the Reviewer agrees that Company will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief as may be granted by a court of competent jurisdiction to enforce the terms of Sections 3 and 4 above.
6. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. In the event that any provision hereof or any obligation or grant of rights by the Reviewer hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision, obligation or grant of rights shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.
7. This Agreement shall be effective as of the date on which it has been executed. It may be terminated with respect to further disclosures upon 30 days' prior written notice. This agreement shall automatically terminate three (3) years from its effective date. The rights and obligations accruing prior to termination, as set forth herein, shall, however, survive the termination as specified in this Agreement.



I agree to the above terms and acknowledge receipt of a copy of this Agreement.

Smart Microwave Sensors, GmbH
Reviewer

R. Mende

By

Ralph Mende
Managing Director
Smart Microwave Sensors, GmbH
den Waashainen 1
Braunschweig, 38108 Germany

2014-04-01

Date

*ECONOLITE GROUP, INC.
COMPANY*

BY: *Gary Duncan*

GARY DUNCAN

CHIEF TECHNOLOGY OFFICER