

MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made between:

(1) **LED Lighting Consultants**, having its registered office **1125 Fir Ave, Blaine, WA 98230 USA**

and;

(2)

AGREED TERMS:

1. Each of the parties agrees to disclose certain information in connection with the proposed cooperation (the **“Cooperation”**). For the purposes of this agreement, the **“Disclosing Party”** shall mean the party and its associated companies that disclose its Confidential Information (as defined below) to the other party, the **“Receiving Party”**.
2. In this agreement, the term **“Confidential Information”** shall mean all information relating to the Disclosing Party or the Cooperation, whether disclosed before or after the date of this agreement, in whatever form communicated, obtained or maintained, regardless of whether it has been prepared by or on behalf of the Disclosing Party, or any of their Representatives, (as defined below). And includes any non-public information obtained by you or any of your Representatives, in writing, electronically or visually from or orally through discussions with the management, employees and/or advisors of any member of the Disclosing Party or the Seller together with all valuations, opinions, analyses, compilations, studies or other documents prepared by or on behalf of you, or any of your Representatives which contain or otherwise reflect such information in whole or in part.
3. In consideration of the mutual exchange of Confidential Information each Receiving Party agrees:
 - to hold the Confidential Information in confidence;
 - not to disclose, publish or communicate the Confidential Information to any third party;
 - to use the Confidential Information wholly and exclusively for the purpose of furthering the present and potential relationship and not to use any part of the Confidential Information for any other purpose (including any competitive or commercial purpose) whatsoever;
 - To abide by the other terms set out in this agreement;
 - To ensure that each person to whom disclosure of Confidential Information is made is fully aware in advance of the Receiving Party’s obligations under this agreement;

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- Upon written demand from the Disclosing Party either to return the Confidential Information and any copies of it or to confirm to such party in writing that, save as required by law or regulation, it has been destroyed;
- To keep confidential and not to reveal to any person, firm or company that discussions or negotiations are taking place or have taken place between the parties in connection with the proposed cooperation;
- To treat and safeguard as private and confidential all the Confidential Information, and ensure proper and secure storage of the same. All Confidential Information should be clearly marked by the Receiving Party as belonging to the Disclosing Party;
- To make copies of the Confidential Information only to the extent strictly necessary for the Purpose and not to copy or store Confidential Information electronically or transmit it outside the Receiving Party's usual place of business. All Confidential Information copied by the Receiving Party should be clearly marked by the Receiving Party as belonging to the Disclosing Party.

4. The Receiving Party may disclose the Confidential Information:

- To those of its directors, officers, and employees who need to know the same on the basis that the Receiving Party will inform each of them of the confidential nature of the Confidential Information and of the Receiving Party's obligations under this agreement and that such directors, officers and employees agree to keep the same confidential and on the terms of the agreement;
- In any case without the prior written consent of the **Disclosing Party**, the Receiving Party will not disclose to any person
 - (i) the content of this agreement,
 - (ii) the fact that the Information has been made available,
 - (iii) that discussions or negotiation are taking place concerning a possible Cooperation, or
 - (iv) any of the terms, conditions or other facts with respect to any such possible Cooperation (including the status thereof); or
 - (v) as required by law, including by a court of competent jurisdiction or government body or regulatory authority, provided however, that in the event of a proposed disclosure pursuant to this section, the parties shall cooperate in good faith regarding the timing and the content of any such disclosure.

5. The restrictions on use or disclosure of the Confidential Information will not apply to:

- any information which is in the public domain (provided that this has not happened because of a breach of this agreement or any other duty of confidentiality);
- any information which the Receiving Party can clearly demonstrate was already possessed prior to disclosure by the Disclosing Party and where the Receiving Party was at the time of such disclosure free to disclose that information to others;

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- any information which can be clearly demonstrated to be independently originated by the Receiving Party or acquired by the Receiving Party from a third party in circumstances in which such party is free to disclose it to others;
6. Nothing in this agreement shall be construed as granting to or conferring upon the Receiving Party any right, title or interest in or to the Confidential Information or to give any license to use, sell, copy or further develop such Confidential Information. The Receiving Party agrees that all documents and other materials containing the Confidential Information or portions thereof and copies of the same shall at all times be and remain the property of the Disclosing Party.
 7. The Disclosing Party and their respective Representatives are under no obligation to provide the Receiving Party with Information, and may at any time cease to provide the Receiving Party with Information. The Receiving Party acknowledge that neither the Disclosing Party nor any member of the Disclosing Party nor any of their Representatives makes any representation or warranty as to the accuracy or completeness of the Information or any other information furnished to you in the course of discussions concerning the Cooperation, and shall have no liability in respect thereof.
 8. The parties hereby undertake to indemnify each other and keep the other at all times indemnified against any loss or damage arising from the unauthorized disclosure of Confidential Information and from all actions, proceedings, claims, demands, costs including, without prejudice to the generality of this provision, legal costs on an indemnity basis, awards and damages howsoever arising, directly or indirectly as a result on any breach or non-performance by either party of any of the undertakings or obligations under this agreement.
 9. The rights and obligations of the parties under this agreement may not be assigned or otherwise transferred without obtaining the prior written consent of the other party.
 10. The obligations under this agreement shall expire three years from the date of termination of discussions, between the parties concerning the Cooperation, or in case of cooperation three years from the date of termination of such cooperation.
 11. Both parties agree not to request, induce or influence any officer, director or employee of the Disclosing Party to leave his or her position with the Disclosing Party for a period of two years after the date of this agreement.
 12. This agreement contains the entire agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous undertakings, commitments or agreements, either oral or written, as to its subject matter. It may be modified only by agreement in writing, executed by both parties.
 13. If one or more of the provisions of this agreement should be invalid, illegal or unenforceable, the enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. Any provision of this agreement which is invalid, illegal or unenforceable shall be replaced by the parties by a provision that is valid, legal or enforceable and of which the operation and effect is as similar as possible to the provision that it substitutes.

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14. This agreement is made subject to and shall be construed under the laws of British Columbia, Canada. The competent court in British Columbia, Canada, shall have jurisdiction over any dispute arising from the performance or interpretation of this agreement, without prejudice to the right of the Company hereto to bring proceeding in any other court of competent jurisdiction.

If you agree to the terms and conditions of this letter, please indicate your acceptance by signing the enclosed two copies and returning one of them to us under confidential cover.

Signature
Position
Date
For and on behalf of LED Lighting Consultants

Signature.....
Position.....
Date
For and on behalf of