

CONFIDENTIAL Non-Disclosure AGREEMENT

The below named "DISCLOSER" wishes to disclose to the below named "DISCLOSEE" certain "Confidential Information" that is directly related to **Smart Audio-Video Recording Devices & Software 1 thru 7** "Invention(s)" that has not been publicly disclosed by DISCLOSER or a third party. DISCLOSER wishes to disclose this Confidential Information to DISCLOSEE for the sole purpose of permitting DISCLOSEE to consider the development and marketing of the Invention(s). The "Confidential Information" includes all of DISCLOSER'S trade secrets, drawings, documents and materials whether written or oral, computer files and data, tapes, prototypes, data, tangible or intangible, and information relating to the Invention(s) provided by DISCLOSER not known prior by DISCLOSEE or the public. DISCLOSER requires DISCLOSEE to maintain the confidentiality of all Confidential Information disclosed in order to preserve DISCLOSER'S rights to it.

Unless DISCLOSEE identifies in writing to DISCLOSER that certain Confidential Information is already known by it within thirty (30) days of receiving the Confidential Information, and is not therefor encompassed by this agreement, all material disclosed by DISCLOSER relating to Invention(s) will be presumed to be confidential until such material is publicly available.

By signing this agreement, DISCLOSEE agrees to (1) maintain the confidentiality of DISCLOSER'S Confidential Information and acknowledges existence of same, (2) use DISCLOSER'S confidential material solely to determine it's interest in licensing and marketing said Invention(s), and (3) not use for its own benefit or the benefit of any third party any of DISCLOSER'S Confidential Information unless expressly allowed in writing by DISCLOSER.

This relationship may be terminated via fifteen (15) day written notice by either party with or without cause. Within ten (10) days of receiving such notice by either party, DISCLOSEE shall return any and all documents of any nature, originals and copies, to DISCLOSER. Furthermore, any prototypes, information, intellectual property rights, technical or engineering procedure devised for concept, which are developed at any stage during these negotiations or other contractual relationship between the parties, shall be the sole property of, and for the sole benefit of DISCLOSER and shall be promptly delivered to DISCLOSER and not be used for any other purpose by anyone. Any termination of this agreement does not release DISCLOSEE'S obligation to maintain confidentiality of the Confidential Information.

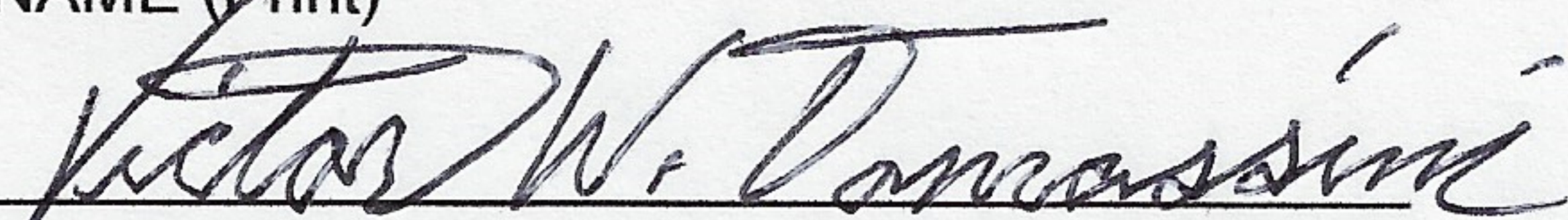
DISCLOSER and DISCLOSEE further agree that if there is any dispute regarding this agreement or its contents that the Laws of the State of Delaware, USA, shall govern this agreement and it shall be deemed executed in the city of - Florence, state of New Jersey; and all amendments or exceptions to this agreement must be in writing.

Both undersigned parties hereby represent that they have authority as agents or representatives of the respective parties to bind the parties to this agreement.

Executed by the parties this First, day of November, year 2017 .

TomTek, LLC, Owner, Inventor, Software Designer
DISCLOSER (Company name and title)

Victor W. Tomassini
NAME (Print)


SIGNATURE

DISCLOSEE (Company name and title)

NAME (Print)

SIGNATURE