CONFIDENTIALITY (NON-DISCLOSURE) AGREEMENT

Between the U.S. Environmental Protection Agency and Water Gen, LTD

This AGREEMENT is made and entered into by and between **Water Gen, LTD (“**Water Gen” or the “Company or the “Provider”), having a principal place of business at 11 Moshe Levi Street; Rishon LeZion 7565828, Israel and the Office of Research and Development, National Exposure Research Laboratory, Systems Exposure Division in Cincinnati, Ohio on behalf of the U.S. Environmental Protection Agency (“EPA” or the “Agency” or “Recipient”) (each a “Party” and together, the “PARTIES”).

WITNESSETH:

WHEREAS, The parties to this AGREEMENT wish to enter into a Cooperative Research and Development Agreement (governing CRADA) in the course of which, subject to the terms of a Material Transfer Agreement, dated_____, 2017, the Company shall transfer to EPA the Company’s AWG Device, as more fully elaborated on in the MTA, as well as Confidential Information, for purposes of conducting the research as per the Statement Of Work (SOW) incorporated in the CRADA (the “PROJECT” or “Purpose”);

WHEREAS, in the course and solely for purposes of the PROJECT, the Parties intend to voluntarily disclose to each other confidential and proprietary information, including without limitations, R&D, plans and objectives, any scientific or technical data information, samples, design, process, procedure, formulae; and (b) any trade secrets, know-how, business methods or other proprietary information, or which is otherwise treated as confidential information by the Company (but excluding any of the PROJECT Work products and/or results unless instructed otherwise by the Company);

AND WHEREAS, such information disclosed in the performance of the CRADA by the Company may include confidential business information (19 CFR 201.6) (“CBI” or “Confidential Information”) that should be treated accordingly by the party receiving the information.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the PARTIES agree as follows:

Definition. “Confidential Information” means: (a) Provider's R&D, plans and objectives, any scientific or technical data, information, samples, design, process, procedure, formulae and whether or not results from performance hereunder; and, (b) any trade secret, intellectual property rights and/or any improvement that is potentially commercially valuable to the Provider.

(1) Disclosures. WATER GEN will clearly and plainly mark as "CBI" or "CONFIDENTIAL" any written information it submits to EPA as part of this PROJECT and that it wishes to be treated as CBI in accordance with the terms of this AGREEMENT. If WATER GEN orally claims information as CBI, WATER GEN will notify EPA in writing, within 30 days after the disclosure, if it wants such information treated in accordance with this AGREEMENT.

(2) Use of CBI. EPA agrees that, to the extent permitted by law:

(a) it shall use the Confidential Information of the Company solely for the PROJECT (as per the CRADA SOW specifications);

(b) it shall disclose the Company's Confidential Information only to those of its directors, officers, employees, subcontractors, affiliates and/or consultants (individually and collectively "Representatives") who have a specific and reasonable need to know it solely for the Purpose, and who have agreed to be bound by a contractual obligation of confidentiality towards Recipient and/or Water Gen (as applicable) that is similar and not less in all material respects to the confidentiality and non-compete obligations under this Agreement;

(c) it shall not disclose Confidential Information to any third party without the Company's prior written consent, or as required by law, including the Freedom of Information Act, 5 U.S.C. §55 and will take all reasonable steps to prevent any unauthorized disclosure to third parties or unauthorized use, dissemination, publication or other use;

(d) it shall not produce, sell, offer for sale or otherwise exploit or make any use whatsoever of Confidential Information (except for the Purpose of this Agreement) without the Company's prior written consent; (e) it shall not open any deliverable devise provided to it and leave in place and will not remove, hide, or obscure any copyright, patent, trademark, proprietary and confidential marking and/or stickers of the Company;

(e) it shall not make any attempts to reproduce, perform reverse engineering, recompilation, disassembly, use of x-ray and/or any other mean of imaging, photographing or any other unauthorized use of the Company's Confidential Information;

(f) will deliver such Confidential Information and, to extent permitted by U.S. federal records law, all copies thereof to the Company promptly upon the expiration or termination of this Agreement or at any other time upon the Company's written request (or, at the Company's option, will certify through an officer, that the Confidential Information and all copies thereof have been destroyed); and

(g) it shall be responsible and liable for any acts (or inaction) of any of its Representatives that are in violation of this Agreement.

(3) Public Disclosure. EPA agrees not to publicly disclose Company's CBI unless such disclosure is required by law, including the Freedom of Information Act and EPA's regulations at

40 C.F.R. Part 2, Subpart B.

(4) Effect of Other Disclosure Authorities. The PARTIES acknowledge that EPA's obligations under this AGREEMENT are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(5) Information that is Not Considered to be CBI under Applicable Law. EPA's obligations under this AGREEMENT do not extend to any information that:

(a) can be reasonably demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of any possible disclosure;

(b) can be reasonably demonstrated to have been in EPA's possession or readily available to EPA from another source prior to disclosure by the Company;

(c) becomes part of the public domain or publicly known by publication or otherwise, provided such availability is not due to any unauthorized act of EPA;

(d) is obtained by EPA for enforcement purposes or other purposes that are independent of this PROJECT;

(e) WATER GEN agrees in writing signed by authorized representative to disclose for any purpose, including promotion of this PROJECT.

(6) Binding Effect. This AGREEMENT shall be binding on the PARTIES and upon their respective executors, administrators, legal representatives, successors and assigns. No amendment hereto shall any binding effect unless in writing signed by the PARTIES.

(7) Governing Law. The construction, interpretation, validity, performance and effect of this AGREEMENT for all purposes shall be governed by the laws applicable to the U.S. Government.

(8) Effective Date. This AGREEMENT shall enter into force as of the date of the last signature of the PARTIES and shall survive any termination or expiration of the MTA.

U.S. Environmental Protection Agency

By: _____
Jennifer Orme-Zavaleta
Director, National Exposure Research Laboratory

Date: _____

Water Gen, Ltd.

By: _____
Name and Title

Date: _____