MATERIALS TRANSFER AGREEMENT

This MATERIALS TRANSFER AGREEMENT (this "Agreement" or "MTA") is made and entered into as of the _____ day of _____, 2017 (the "Effective Date") by and between Water Gen, LTD (Water Gen), having a principal place of business at 11 Moshe Levi Street; Rishon LeZion 7565828, Israel (Hereinafter: **"Provider"** or the **"Company"** or **"Water Gen"**); 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") (each a "Party")

Provider: Water Gen, LTD
Provider Contact (not signator)
Name: Yehuda Kaploun
Address: 11 Moshe Levi Street; Rishon LeZion 7565828, Israel
Phone: Ex. 6 - Personal Privacy
Email: Yehuda@us.water-gen.com

Recipient: EPA
Recipient Contact Jay Garland (not signator)
Name: USEPA-ORD-NERL-SED
Address: 26 West Martin Luther King Drive; Cincinnati, Ohio 45268
Phone: 513-569-7334
Email: garland.jay@epa.gov

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1. **Research Material; Project Period.** Subject to the terms of this MTA, Provider agrees to transfer to Recipient the following Research Material:

One (1) unit of Atmospheric Water Generator(s):

GEN-350G (medium scale/portable)
Estimated to generate Up to 650 liters/day,

(the "Research Material" or the "AWG Device")

The Research Material shall be provided for a period of three (3) months commencing on the date of acceptance of the Project Material by Recipient (the "Project Period"), which may be prolonged by written mutual consent of EPA and the Provider.

It is further acknowledged and agreed that the Company has solely developed the AWG Device and is the sole owner of all Intellectual Property rights in and to the AWG Device as well as in connection with the GENius innovative patented technology and all other pending patents in connection therewith,

and other confidential methods, trade secrets and know-how that in use at and/or associated with atmospheric water generating (AWG) and dehumidifying technology, (Hereinafter: the "AWG technology").

Company shall be the sole owner of the AWG Device which is being the subject matter of the Project. Recipient shall not make any attempts to perform reverse engineering, recompilation, disassembly or otherwise attempt to discover the concepts and ideas lying at the basis of the AWG Device. Recipient is not entitled to open the AWG Devices without written consent from Company. The AWG Devices will be delivered to Recipient closed and marked with Company's "DO NOT REMOVE" stickers, to ensure that no attempt was made to open the items and Recipient is not entitled to open the AWG Device or remove such stickers. Without derogating from any provision hereunder, violation of this section is a material breach of the Agreement.

It is hereby agreed that the Company's' representative may be present in the course of performance hereof by EPA, and that EPA shall fully cooperate with all guidelines and procedures for operating the AWG Device, as shall be communicated to it by the Company's representatives.

2. This Research Material may not be used in human subjects. The Research Material will be used only for research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will only be used for the designated research project detailed hereunder, and shall not be used by EPA for any other purpose, including for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project, as such term is defined hereunder, and the handling of the Research Material.

EPA ONLY: If the data or material that are being transferred constitute human subjects research, please visit the following intranet site to determine if your project needs review and approval by the HSRRO: http://intranet.ord.epa.gov/p2/hsr/human-subjects-review

X There is no Human Subjects material being used in this research.

☐ Research Plan reviewed and approval by HSRRO:
Name _____ Date __/__/____

3. If the data or material that are being transferred involve life sciences research, or more specifically any of the select agents or toxins listed and/or the definitions provided in EPA Order 1000.19 *Policy and Procedures for Managing Dual Use Research of Concern*, then Principal Investigators should consult EPA's Institutional Contact for Dual Use Research of Concern (ICDUR) at DURC@epa.gov before completing the following section. If not, then check the first box below.

X This research does not meet any of the definitions of Dual Use Research of Concern (DURC)

and no additional review or oversight are required. The PI must report to the ICDUR any results or changes in the research that meet any of the definitions of DURC.

☐ (N/A) - This research meets one or more definitions of DURC and requires additional oversight under the *USG Policy for Institutional Oversight of DURC*. The parties to this Agreement are required to comply with EPA Order 1000.19, *Policy and Procedures for Managing Dual Use Research of Concern.*

For information about DURC and EPA Order 1000.19, please visit:
http://intranet.ord.epa.gov/homeland-security/dual-use-research-concern-durc-policies

4. The Research Material will only be used by Recipient's investigator solely for the following research project ("Research Project" or the "Project") described with specificity as follows:

Performance evaluation of Atmospheric Water Generator – Mfg. by Water Gen, LTD for
testing and examining the water quality produced by the Research Materials to meet EPA criteria of drinking water, in accordance with the examination criteria and procedures detailed in **Exhibit A**, attached hereto, forming and integral part hereof ("SOW").

5. Confidentiality; Publicity. Each Party may publish the Project. In all oral presentations or written publications concerning the Research Project, each Party will acknowledge the other Party's involvement in this Research Material unless requested otherwise.

To the extent permitted by law, Recipient shall treat as confidential information, all and any of Provider's Research Material and all other information disclosed to Provider in any form or media including, without limitations, (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; (b) any trade secret, intellectual property rights and/or any improvement that is potentially commercially valuable to the Provider , ("Confidential Information"). Without derogating from the above, Provider shall use its best efforts to mark all information as "Confidential" or "CBI". The foregoing shall not apply to information that is or becomes publicly available through no fault of Provider and/or any of its employees, sub-contractors and/or consultants, and/or which is disclosed to Recipient other than by Provider without a confidentiality obligation. This provision shall survive termination or expiration hereof.

Any oral disclosures from Provider to Recipient, which Provider wishes to be treated as confidential, shall be identified as being Confidential at the time of the disclosure and by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure.

Recipient may publish or otherwise publicly disclose the results of the Research Project, provided these do not disclose any Confidential Information of Provider. If Provider has given Confidential

information to Recipient, such public disclosure may be made only after Provider has approved such disclosure in writing.

6. This Research Material represents a significant investment on the part of Provider and the Research Project and the Research Results all considered proprietary of and to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to any other third party, not under its direct supervision and control without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed, at the conclusion of the Project Period, the Research Material and all confidential information provided to Recipient will be promptly returned to the Provider.

7. The Research Material is provided to Recipient with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

THE AWG DEVICE IS PROVIDED UNDER THIS AGREEMENT ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITH THE EXPRESS UNDERSTANDING THAT COMPANY MAKES NO WARRANTIES CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, USABILITY, OR SUITABILITY OF THE AWG DEVICE FURNISHED FOR ANY GENERAL OR PARTICULAR PURPOSE, AND COMPANY SHALL BE UNDER NO LIABILITY BY REASON OF ANY USE MADE OF THE AWG DEVICE. RECIPIENT WAIVES ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE SAVE THAT THEY SHALL HAVE BEEN PREPARED WITH REASONABLE SKILL AND CARE;

THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY (INCLUDING MULTIPLE OR PUNITIVE) KIND ARISING FROM OR CONNECTED WITH THE RECIPIENT'S USE OF THE AWG DEVICE OR RELIANCE ON CONFIDENTIAL INFORMATION RECEIVED UNDER THIS AGREEMENT. RECIPIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY NEGLIGENCE RELATED TO RECIPIENT'S POSSESSION OF THE AWG DEVICES.

8. Intellectual Property.

(a) Each Party acknowledges and agrees that the other Party shall remain at all times the sole and exclusive owner of its Intellectual Property and nothing in this Agreement shall be construed or interpreted as a transfer or grant of any right, title, license or other interest in any of the other Party's Intellectual Property.

(b) For the purposes of this Agreement, the term "Intellectual Property" means intellectual property rights of any nature whatsoever, including without limitation - patents, patent applications, copyright, know-how, technical and commercial information, design, design rights, internet domain names, database rights, trademarks, service marks or business names, business plans, applications to register any of the aforementioned rights, trade secrets and rights of confidence - and in each case in any part of the world and whether or not registered.

(c) For the avoidance of any doubt, it is hereby acknowledged and agreed by the Parties that all rights, titles and interest of any kind whatsoever in and/or associated with the AWG technology, including any derivative work, development and/or enhancement therefrom and Water Gen's Confidential Information, as well as all the Research Project results and derivatives or any resulting product(s) or inventions pursuant to this Agreement, shall remain at all times the exclusive and sole property of Water Gen, and nothing hereunder may be interpreted, construed or create any kind of understanding that may grant in anyway to Recipient, its representatives and/or any other person on their behalf any right, warranty and/or license by implication or otherwise under any patent, copyright, know-how or design rights, or any other right or form of protection of industrial or other type of right in Company's Intellectual Property

(d) It is hereby agreed that that the Research Material and all other data, specifications and Confidential Information of Provider is provided to Recipient for the sole purpose and use of conducting the Research Project as per the SOW attached hereto, and no portion of these is intended to serve for any other use and/or purpose, including without limitation for purposes of any developed Intellectual Property by Recipient and/or by any of its investigators, researchers and employees.

9. [RESERVED]

10. Without derogating from any other provision hereunder, Provider will not be liable to EPA for any claims or damages arising from EPA's use of the Research Material. Recipient agrees to hold the Provider harmless for all liabilities, demands, damages, expenses, and losses arising out of Recipient's use (for any purpose) of the Research Material.

11. The Provider shall have the right to terminate this Agreement at any time if Recipient breaches any of the terms of this Agreement with written notice. Upon termination, Recipient shall return to the Provider the Research Materials and all information and research results derived until the date of termination. Upon termination or expiration hereof Recipient shall fully cooperate with Provider for dispatch of the AWG Device to the designated location by Provider. Provider shall bear all costs and expenses associated therewith.

12. EPA will not develop any products or services from information or materials provided by the Provider hereunder.

__ __ Yes – go to item A

__X__ No – skip to #13 (next clause)

Item A: The EPA laboratory must coordinate on matters related to Quality Assurance with their QA Specialist.

_X___ If necessary, the Laboratory will develop/has developed a Quality Assurance Plan in coordination with the Quality Assurance Specialist.

_____ No QA requirements are needed.

13. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representativeAll notices required or permitted under this Agreement shall be deemed received (a) when delivered personally; (b) when sent by facsimile or e-mail, evidenced by a confirmation; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) days after deposit with a commercial overnight carrier. Notices shall be addressed as follows:

Provider's Contact Person Information:
Yehuda Kaploun, President WaterGen USA

_____
Official's Name and Title

11 Moshe Levi Street; Rishon LeZion 7565828, Israel

_____
Mailing Address

Ex. 6 - Personal Privacy
Phone and Fax Number

Yehuda@us.water-gen.com
Email

Recipient's Contact Person Information:
Jay Garland, Director, Systems Exposure Division

_____
Official's Name and Title
26 West Martin Luther King Drive; Cincinnati, Ohio 45268

_____
Mailing Address
513-569-7334

_____
Phone and Fax Number
garland.jay@epa.gov

_____

Email

With a copy to:
Sarah Bauer
EPA FTTA Program Coordinator
(Overnight courier address)
US EPA MC 8106R
Ronald Reagan Building Room 51117
1300 Pennsylvania Ave NW
Washington, DC 20004
202-564-3267

14. Paragraphs 5, 7, 8, and 10 shall survive termination.

15. This Agreement shall be construed in accordance with law as applied by the Federal courts in the District of Columbia.

16. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

17. This agreement shall enter into force as of the date of the last signature of the parties and shall remain in effect for one year from said date.

18. This Agreement constitutes the entire agreement between the Parties as to the subject matters contained herein and supersedes any prior agreements or understanding between the Parties (whether written or oral).

19. This Agreement shall be binding upon the Parties, their successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of the other Party, which may be withheld for any reason. Any attempt to assign without such consent shall be null and void.

20. Either Party's failure at any time to require strict compliance by the other party of the provisions of this Agreement shall not diminish such party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any particular default shall not waive any other default.

21. Nothing in this Agreement is intended to, or shall be deemed to, establish or any relationship of agency, partnership or joint venture between any of the Parties and no Party shall hold itself out as being the agent or partner of the other Party or as being in a joint venture with the other Party.

22. No amendment or variation of this Agreement shall be effective unless it is made in writing and signed by the authorized representatives of the Parties.

Authorized Representative of Institution SIGNATURES

FOR THE RECIPIENT:	**FOR THE PROVIDER:**
Signature	Signature
Representative's Name	Representative's Name
Title	Title
Email	Email
Date	Date

EXHIBIT A

SOW