

**GeckoSystems
International Corp.
Confidentiality
Agreement**

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CONFIDENTIALITY AGREEMENT dated _____, 2017, between 1) **GeckoSystems International Corp. (GSIC)**, a Georgia corporation, and 2) **“Other”**, _____, a _____ corporation.

WHEREAS, the parties to this Confidentiality Agreement have determined to establish terms governing the confidentiality of certain information one party ("Owner") may disclose to the other party ("Recipient"), and disclosure may be to or from GeckoSystems, or both:

NOW THEREFORE, the parties agree as follows:

1. For the purposes of this Confidentiality Agreement, "Confidential Information" means all information in whatever form transmitted relating to the past, present or future business affairs, including without limitation, research, development, or business plans, operations or systems of Owner or another party whose information Owner has in its possession under obligations of confidentiality, which (a) is disclosed by Owner or its affiliates to Recipient or its affiliates, bearing an appropriate legend indicating its confidential or proprietary nature or otherwise disclosed in a manner consistent with its confidential or proprietary nature or (b) is produced or developed during the working relationship between the parties and which would, if disclosed to competitors of Owner, give or increase such competitors' advantage over Owner or diminish that Owner's advantage over its competitors. Confidential Information shall not include any information of Owner that: (a) is already known to Recipient at time of its disclosure; (b) is or becomes publicly known through no wrongful act of Recipient; (c) is independently developed by Recipient; (d) is communicated to a third party free of any confidentiality obligation or restriction with express written consent to the Owner; or (e) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, but only to the extent of such requirement, provided that before making such disclosure the Recipient shall exert all reasonable efforts to give the Owner an adequate opportunity to interpose an objection or take action to assure confidential handling of such information.

2. For a period of five (5) years from the date of disclosure to Recipient, Recipient shall not disclose any Confidential Information of Owner to any person or entity except employees of Recipient and its affiliates who have a need to know and who have been informed of Recipient's obligations under this Confidentiality Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of such Confidential Information as Recipient uses for its own confidential information of like importance.

3. All Confidential Information disclosed by Owner to Recipient under this Confidentiality Agreement in tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) shall be and remain property of Owner. All such Confidential Information shall be returned to Owner promptly upon written request and shall not thereafter be retained in any form by Recipient. The rights and obligations of the parties under this Confidentiality Agreement shall survive any such return of Confidential Information.

4. Owner shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any Confidential Information disclosed under this Confidentiality Agreement.

5. The parties agree that, in the event of a breach or threatened breach of the terms of this Confidentiality Agreement, Owner shall be entitled to a court injunction prohibiting any such breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages and any relief or dispute resolution process described in #9, #10, or #11 below. The parties acknowledge that Confidential Information is valuable and unique and that disclosure in breach of this Confidentiality Agreement will result in irreparable injury to Owner.

6. Neither party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Confidentiality Agreement or the discussions or negotiations covered by this Confidentiality Agreement without the prior written consent of the other party.

7. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party.

8. Good Faith Agreement: Each party hereby agrees that should any dispute or controversy arise, each party will first attempt to resolve the dispute informally and promptly through good faith negotiations. The parties further agree to cooperate with each other during the negotiations and make every effort to resolve the dispute as fairly and quickly as possible.

9. Mediation: In the event that the controversy is not resolved by informal negotiation, the dispute shall be referred to the nearest office of the Judicial Arbitration & Mediation, Inc., known as "JAMS" for mediation. JAMS is an organization of retired judges and justices from the Georgia court system who make themselves available to resolve disputes. Mediation is an informal, non-binding conference or conferences between you, GSIC, and the judge.

The parties are free to select any mutually acceptable retired judge or justice or JAMS to serve as the mediator. If the parties cannot agree on a mediator (or if they have no particular preference) they will request that JAMS assign a mediator to the case. The parties shall share equally the expense of the mediation.

The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution without pursuing the adjudicatory phase of our dispute resolution program in #10.

10. Stipulation for Non-Jury Trial: Should any dispute remain after completion of the two-step resolution process set forth above, then you and GSIC, stipulate to trial before a JAMS judge. If for any reason #8 and/or #9 are not followed, all disputes shall nonetheless be governed by #10.

EACH PARTY HEREBY WAIVES AND GIVES UP THE RIGHT TO A JURY TRIAL.

Each party agrees to submit, at the request of the other, to trial before the JAMS judge all causes of action, controversies, differences, claims or demands whatsoever, whether of fact or of law or both, whether sounding in contract or tort, in any way relating to or growing out of this Confidentiality Agreement.

The parties agree that the JAMS judge shall have the broadest powers allowable under Georgia law to adjudicate the dispute, including the power to resolve all pretrial, post-trial and ancillary proceedings.

11. Arbitration: If for any reason, the provision for non-jury trial by JAMS judge in #10 becomes unenforceable, we agree to submit any dispute within the scope of #10 to binding arbitration governed by the Federal Arbitration Act, Title 8 of the United States Code.

The arbitration shall be administered by JAMS in accordance with the JAMS procedures then in effect. Any statutes or limitations that would otherwise be applicable shall apply. Judgment upon the award may be entered in any court having jurisdiction. The award shall be supported by written conclusions of law and fact issued by the arbitrator; either party at its discretion may have a court reporter present to record the proceedings.

12. Both parties understand and agree with the legitimacy of GSIC's concerns that mobile robot solutions may be used to lethally harm persons, other living things, property, and a country's infrastructure if terrorists, criminals, or other private or public enemies of peace, security, and tranquility were to secure access to and/or use of them. Therefore both parties completely and wholeheartedly agree that mobile service robot (MSR) safety is of the greatest importance in the utilization of MSR technologies. In summary, all MSR technologies shared by the undersigned parties in any manner will be treated with the utmost secrecy, respect, and extraordinary safe keeping due to that reality and potential.

13. This Confidentiality Agreement: (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements; (b) may not be amended or in any manner modified except in writing signed by the parties; and (c) shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law provisions. If any provision of this Confidentiality Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as to the date first above written.

GeckoSystems International Corp.

Other: _____

Signature: _____
R. Martin Spencer
President/CEO

Signature: _____

Printed name: _____

Title: _____