



UVision Air Ltd.

4 Bazelet St
Sapir Industrial Park
Kochav Yair, ISRAEL 44862
TEL: +972-9-7496822
FAX: +972-9-7496823

Kobi Reuven, CEO
Elkat Security Engineering, Ltd.

Dear Mr. Reuven,

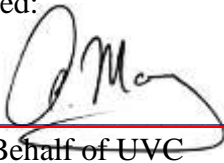
Letter of Authorization

1. UVision Air Ltd of 4 Bazelet St, Kochav Yair, Israel ("UVC") hereby authorizes Kobi Reuven / Gabriel Guecelevich of Elkat Security Engineering, Ltd. (the "Promoter") to promote for sale UVC products (the "UVC Products") to Potential Customers to be mutually defined (the "Customers") in Ecuador (the "Territory").
2. The Promoter agrees and acknowledges that: (a) Promoter is not permitted to make any presentation in connection with UVC Products other than to the Customers; (b) Promoter is not permitted to make any promises, representations or warranties to the Customer on behalf of UVC, to hold itself out as an agent, or to enter into any agreement on UVC's behalf; (c) Promoter has no authority to bind or obligate UVC in any way; and (d) Promoter shall indemnify UVC from and against any liability, loss, damage or expense, including reasonable attorneys' fees, arising out of any claim against UVC by any third party based upon any breach of this paragraph by Promoter.
3. Any agreement for sale of UVC Products will be made directly between UVC and the Customer/s and UVC shall have an exclusive right to negotiate and determine in its sole discretion the terms of such agreement. For removal of doubt, UVC may decline pursuing any Customer/s and any transaction therewith, at its sole and absolute discretion.
4. The authorization provided under this Letter of Authorization is valid from the date it is signed by both parties (hereinafter the "Effective Date") until 31 December 2012 (hereinafter the "Term") and can be extended only by a letter to that effect issued by UVC and accepted in writing by the Promoter. All terms and conditions herein shall apply to any extension hereunder mutatis mutandis. Notwithstanding the foregoing, and without derogating from any right it may have by law or hereunder, UVC may terminate this Letter of Authorization at any time upon delivery of a written notice of at least 30 days to Promoter.
5. Throughout the Term and thereafter, Promoter will owe a duty of trust to UVC, and will refrain from taking any action which may damage the reputation or goodwill of UVC or which may otherwise have an adverse affect on UVC.
6. This Letter of Authorization is entered into on an exclusive basis for the defined Customers.
7. Promoter agrees that it shall not, at any time during the Term and thereafter, disclose to any person, other than in accordance with specific authorization of UVC, any Confidential Information, whether such Confidential Information was delivered to or received by Promoter prior or subsequent to execution of this Letter of Authorization. Promoter will deliver to UVC, at the earlier of: upon request of UVC or within (7) days after the end of the Term, all materials and information of any kind relating to UVC its products and services or business then in its possession or under its control, as well as all copies of any of the foregoing. For purposes hereof, "Confidential Information" includes, without limitation, the following: (a) information and know-how, and all other technical information relating to the manufacture or formulation of the UCV Products; (b) all information concerning products under development by or

- being tested by UVC, but not yet offered for sale; (c) all information concerning the marketing programs or strategies of UVC; (d) all financial information concerning UVC; and (e) any other information determined by UVC to be confidential or proprietary. .
8. The Promoter understands and agrees that all intellectual property rights (in the widest interpretation of such notion) relative to the UVC Products, are UVC's property and shall be retained solely and exclusively by UVC. Promoter will not use UVC's name, trademarks, or intellectual property rights except as specifically permitted in writing by UVC for each incidence, and Promoter shall take all steps that UVC may consider necessary to protect its intellectual property rights.
 9. Promoter agrees and undertakes that during the Term and until the end of an eighteen (18) month period commencing the date of expiration or otherwise termination of its engagement, it will not, directly or indirectly, as owner, partner, joint venturer, stockholder, employee, consultant, principal, director or in any other capacity whatever engage in, become financially interested in, be employed/engaged by, or have any connection with any business or venture that is engaged in any activities that compete with UVC's business.
 10. In no event shall UVC be liable towards Promoter for indirect damages, including any lost profits, or other incidental, consequential or punitive damages in connection with this Letter of Authorization, regardless of the legal basis on which the liability is based (whether contract, tort, or otherwise).
 11. This Letter of Authorization shall not be deemed to create any employer/employee relationship between UVC and the Promoter, nor any agency, franchise, joint venture or partnership relationship between the parties. Promoter is an independent contractor, exclusively responsible for its acts and omissions hereunder and shall bear and pay all his own costs and expenses in connection with his activities under this Letter of Authorization, unless expressly authorized otherwise by UVC in writing. Should a competent court rule that, notwithstanding anything herein, Promoter is regarded or deemed an UVC employee for the purpose of any compensation, social benefits, payments, rights or otherwise, Promoter shall indemnify UVC for any such payments paid or determined by such court to be paid to it by UVC as a result of such employer-employee relationship. The indemnification shall include any reasonable out-of-pocket expenses and attorney fees incurred by UVC due to the foregoing. UVC at its election may offset any payments due to Promoter as a result thereof from any compensation due to the Promoter hereunder.
 12. The Promoter shall obtain and comply with any and all governmental or other permits, licenses, approvals and other regulatory requirements existing under the law of the Territory in connection with the UVC Products as required for the purpose of this Letter of Authorization. The Promoter shall indemnify and hold UVC harmless from and against any liability in connection with the same.
 13. The rights provided to and obligations undertaken by the Promoter under this Letter of Authorization are personal and cannot be assigned or otherwise transferred to any third party, in whole or in part.
 14. No amendment, waiver or cancellation of any part of this Letter of Authorization will be valid unless done in writing and signed by the parties hereto.
 15. Any notice required under this Letter of Authorization shall be sent by registered mail or fax to the relevant party's address as shown above and shall be deemed to be duly delivered seven (7) days after the time of posting or one business day after transmission if sent by fax.

16. This Letter of Authorization does not create any obligation of a party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.
17. If any provision of this Letter of Authorization is held invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable according to their terms. In such case, the parties agree to use their best efforts to achieve the purpose of the invalid provision. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.
18. This Letter of Authorization is governed by Israeli law, without reference to its conflict of law provisions, and the Tel Aviv or Central District courts shall have sole and exclusive international and local jurisdiction in the event of and over any dispute arising out of or in connection with this Letter of Authorization. The Promoter attests and confirms that it will raise no objection with respect to an Israeli court's international jurisdiction or to the conduct of proceedings in such court, within the State of Israel.
19. This Letter of Authorization shall be valid and in effect subject to the execution of a Non-Disclosure Agreement (NDA) between the parties to the satisfaction of UVC, and subject to Export Approvals required by the Government of Israel.

Signed:



On Behalf of UVC
Amit Morag, VP Marketing
Date: August 16, 2012



ELKAT Security Engineering Ltd.
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TEL: +972-3-5604744 FAX: +972-3-5604745

On Behalf of Elkat Security Engineering, Ltd.
Kobi Reuven, CEO
Date: 16.08.2012