
MUTUAL NON-DISCLOSURE AGREEMENT

This AGREEMENT is made on _____ (“Date”) by and between Opteos, Inc. (“Opteos”), a Michigan corporation having its principal place of business at 1340 Eisenhower Place, Ann Arbor, Michigan 48108 and _____ located at _____ (each herein a “PARTY”, or collectively, the “PARTIES”).

WHEREAS the PARTIES are the owners of certain proprietary and confidential technical and business information;

WHEREAS the confidential information includes and embodies know-how, ideas, programs, designs, processes, implementation techniques, sales and marketing information and the like;

WHEREAS the confidential information was developed and/or otherwise acquired by the PARTIES at considerable effort and expense and is of great value to the PARTIES;

WHEREAS the PARTIES desire to learn more about the confidential information of the other PARTY to assist in making technical and/or business decisions;

WHEREAS the PARTIES desire to disclose their confidential information without making the information generally public or common knowledge;

NOW, THEREFORE, the PARTIES agree as follows:

1. The above recitals are incorporated fully herein by reference.
2. Under this AGREEMENT, each PARTY may reveal to the other PARTY the following information the disclosing PARTY regards as confidential and proprietary: Any and all information derived from, used to create, obtained from or relating to Opteos’ electro-optic field detecting technology, electro-optic system configuration methodologies, product designs, documentation and presentation relevant to Opteos’ products and technology. (“CONFIDENTIAL INFORMATION”). CONFIDENTIAL INFORMATION, in whatever form provided, shall remain the property of the disclosing PARTY. When disclosed in writing, the CONFIDENTIAL INFORMATION shall be marked “CONFIDENTIAL,” “PROPRIETARY” or a similar legend. When disclosed orally, or in any other intangible manner, CONFIDENTIAL INFORMATION shall be identified as confidential at the time of disclosure and either identified in a prior written communication as confidential or followed with subsequent written confirmation, within thirty (30) days, referencing the date and information disclosed. All protections and restriction as to use and disclosure shall apply during such thirty (30) day period. All information reduced to writing by the receiving party, as a result of such confirmed disclosures by the disclosing party, shall be clearly labeled as “CONFIDENTIAL.” Any markings, stamp or legends identifying “PROPRIETARY” or “CONFIDENTIAL” information hereunder shall not impose any obligation on the other party inconsistent with this Agreement.
3. The PARTIES do not consider themselves to be members of the general public for the purpose of receiving the CONFIDENTIAL INFORMATION.
4. The receiving PARTY will use the CONFIDENTIAL INFORMATION solely within the scope of collaboration between Opteos and the PARTY, and will not use the Confidential Information for any

other purpose. The receiving PARTY will use the same care and discretion to avoid publication, public dissemination or unauthorized disclosure or use of the CONFIDENTIAL INFORMATION as it uses with its own competition-sensitive information, but in no event less than reasonable care.

5. The receiving PARTY shall not modify, create nor attempt to create by reverse engineering, reverse assembly, or reverse compiling any part of the source code or physical representations from any Confidential Information or permit any third party to do so. Except as expressly provided for herein, the receiving PARTY receives no rights to and will not sell, assign, lease, transfer, encumber, or otherwise suffer to exist any lien or security interest (other than those of Opteos) on, nor allow any third person, firm, corporation, or other entity to copy, reproduce or disclose in whole or in part in any manner the Confidential Information, without Opteos' prior written permission

6. The receiving PARTY will hold in confidence and will disclose the CONFIDENTIAL INFORMATION only to a person who is directly employed with the receiving PARTY, who in the normal scope of such employment has access to and the authority to access the CONFIDENTIAL INFORMATION, who has a need to know, who is not in competition with the Disclosing PARTY, and who has been advised of, and has consented to in writing, the obligations assumed herein.

7. The provisions of paragraphs 4 and 5 will not apply to CONFIDENTIAL INFORMATION which:

- (a) Was in the public domain at the time it was received;
- (b) Becomes generally known to the trade or public through disclosure by a source other than the receiving PARTY having the lawful right to disclose such information;
- (c) The receiving PARTY can demonstrate was known to it before it was received from the disclosing PARTY;
- (d) Is disclosed to the receiving PARTY, without restriction, by a third party who has the lawful right to disclose such information;
- (e) The receiving PARTY can demonstrate it independently developed;
- (f) The receiving PARTY discloses in a judicial or administrative proceeding pursuant to a judicial or administrative order, provided the receiving PARTY gives the disclosing PARTY reasonable notice and an opportunity to oppose or limit the scope of such disclosure prior to such disclosure; or
- (g) A period of five (5) years' has passed from the date of the disclosure of the CONFIDENTIAL INFORMATION.

8. No license under any patent or copyright now owned or hereafter obtained by the PARTIES is granted, agreed to be granted, or implied by either this AGREEMENT or the disclosure of the CONFIDENTIAL INFORMATION. No license to utilize un-patented know-how or other information is granted, agreed to be granted, or implied by either this AGREEMENT or the disclosure of the CONFIDENTIAL INFORMATION.

9. The receiving PARTY will return or certify to the destruction of all CONFIDENTIAL INFORMATION and all copies, summaries or evaluations thereof which were received by it, upon demand by the disclosing PARTY, or at such time as the purposes for which the receiving PARTY was made privy to the CONFIDENTIAL INFORMATION are completed, whichever occurs first.

10. The receiving PARTY agrees that a breach of this AGREEMENT by way of disclosure of any CONFIDENTIAL INFORMATION by the receiving PARTY to any unauthorized person or the unauthorized production, reproduction, sale and/or use by the receiving PARTY of any of the CONFIDENTIAL INFORMATION may cause irreparable harm to the disclosing PARTY, and that in the event of such breach, the disclosing PARTY, in addition to any other remedies it may have, may be entitled to an injunction preliminarily and permanently restraining such breaches and further breaches of the AGREEMENT.

11. The PARTIES warrant and represent that they are duly authorized to execute this AGREEMENT on behalf of their respective parties.

12. No provision of this AGREEMENT may be waived unless such waiver is in writing and signed by both parties. Waiver of any provision herein shall not be deemed a waiver of any other provision. No modification of any of the terms of this AGREEMENT shall be valid unless such modification is in writing and signed by both parties.

13. This AGREEMENT contains the entire agreement and understanding of the parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. There are no understandings, agreements or representations concerning the subject matter hereof, which are not specified herein.

14. The validity, interpretation, construction and performance of this AGREEMENT shall be governed by the laws of the State of Michigan, without regard to its conflicts of law provisions. The Michigan State courts (or, if there is exclusive federal jurisdiction, the United States District Court) shall have exclusive jurisdiction and venue over any dispute arising out of this AGREEMENT.

15. This AGREEMENT may not be assigned without the written agreement of the parties. This AGREEMENT shall inure to the benefit of and be binding on the parties hereto, and their respective successors and permitted assigns.

16. If any term, provision, covenant or condition of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

18. This AGREEMENT and any counterpart original thereof may be executed and transmitted by facsimile. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.

19. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

20. In any action to interpret or enforce the terms of his AGREEMENT, whether in law or in equity, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such action in addition to any other relief it may be awarded.

21. Nothing in this AGREEMENT shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the parties hereto or obligating either party to purchase or provide any goods or services to the other party. Any such relationship, association, or obligation shall be set forth in a separate written agreement between the parties.

22. CONFIDENTIAL INFORMATION may be controlled by U.S. Export Regulations, and export, re-export or foreign disclosure (including to subsidiary employees) may require U.S. Government

approval. The Receiving PARTY shall not use, export, transfer, make available or otherwise disclose any CONFIDENTIAL INFORMATION in violation of U.S. Export Regulations, including any use or development in nuclear, missile, chemical and/or biological weapons activities.

22. This AGREEMENT shall remain in effect for a period of one (1) year from Date above. The obligations hereunder with respect to each item of CONFIDENTIAL INFORMATION shall endure until terminated pursuant to Section 6 herein and survive any earlier termination or expiration of the Agreement. IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT on Date indicated above, which shall be the effective date of this AGREEMENT.

Opteos Inc.
Signature _____
Print Name Kyoung Yang
Title President

Company _____
Signature _____
Print Name _____
Title _____