

## NONDISCLOSURE/NON-CIRCUMVENT AGREEMENT

This nondisclosure agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between VizCommunication ("Viz") and \_\_\_\_\_. The Parties are engaged in discussions in contemplation of or in furtherance of a business relationship. In order to induce the disclosure of confidential information during such discussions, each Recipient agrees to accept such information under the restrictions set forth in this Agreement.

**1. Disclosure of Confidential Information.** Either Party may disclose, either orally or in writing, certain information relating to product designs and ideas created and owned by Disclosing Party ("Disclosing Party Confidential Information") which shall be disclosed to the Parties whether or not marked "Confidential". Disclosing Party Confidential Information may include, but not be limited to, trade secrets, know-how, inventions, techniques, processes, schematics, prototypes, models, samples, sketches, drawings, contracts, customer lists, financial information, sales and marketing Plans and business plans and relationships being cultivated and developed with third-parties.

**2. Confidentiality.** Both Parties agree to maintain in confidence Disclosing Party Confidential Information. Both Parties will use Disclosing Party Confidential Information solely to evaluate the commercial potential of a business relationship with Disclosing Party. Both Parties will not disclose the Disclosing Party Confidential Information to any person except its employees or consultants to whom it is necessary to disclose the Disclosing Party Confidential Information for such purposes. Both Parties agrees that Disclosing Party Confidential Information will be disclosed or made available only to those of its employees or consultants who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. Both Parties will take reasonable measures to maintain the confidentiality of Disclosing Party Confidential Information, but not less than the measures it uses for its confidential information of similar type. This obligation will not apply to the extent that Both Parties can demonstrate that: (a) the Disclosing Party Confidential Information at the time of disclosure is part of the public domain; (b) the Disclosing Party Confidential Information became part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; (c) the Disclosing Party Confidential Information can be established by written evidence to have been in the possession of Both Parties at the time of disclosure; (d) the Disclosing Party Confidential Information is received from a third party without similar restrictions and without breach of this Agreement; or (e) the Disclosing Party Confidential Information is required to be disclosed by a government agency to further the objectives of this Agreement, or by a proper court of competent jurisdiction; provided, however, that Both Parties will use its best efforts to minimize the disclosure of such information and will consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure.

**3. Materials.** All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to Both Parties by Disclosing Party and any tangible materials embodying Disclosing Party Confidential Information created by Both Parties shall remain the property of Disclosing Party. The Disclosed-to Party shall return to Disclosing Party or destroy such materials and all copies thereof upon the termination of this Agreement or upon the written request of Disclosing Party.

**4. No License/Non-Circumvent.** This Agreement does not grant either Party any license to use Disclosing Party Confidential Information except as provided in Article 2. The Parties agree not to circumvent any relationship with any third-party disclosed by Disclosing Party to Disclosed-to

Party by directly communicating with any such third-party in connection with matters in competition with Disclosing Party and/or its business. In simple terms, the Parties may not use information received from Disclosing Party to contact any third-party currently in discussions with Disclosing Party and further Disclosed to Parties or their clients separate and apart from Disclosing Party.

**5. Term.** a) This Agreement shall terminate two (2) years after the Effective Date unless terminated earlier by either party. Disclosing Party may extend the term of the Agreement by written notice to the other Party. Either party may terminate this Agreement, with or without cause, by giving notice of termination to the other party. The Agreement shall terminate immediately upon receipt of such notice. (b) Upon termination of this Agreement, Both Parties shall cease to use Disclosing Party Confidential Information and shall comply with Article 3 within twenty (20) days of the date of termination. Upon the request of Disclosing Party, an officer of Both Parties shall certify that Both Parties has complied with its obligations in this Section. (c) Notwithstanding the termination of this Agreement, Disclosed-to Party's obligations in Article 2 shall survive for indefinitely after such termination.

**6. General Provisions.** (a) This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of California as applied to transactions entered into and to be performed wholly within California between California residents. Except as provided in Section 6(b), any dispute arising out of or relating to this Agreement, or the breach, termination or validity thereof, will be submitted by the parties to arbitration, to take place in Los Angeles, California, by the American Arbitration Association under the commercial rules then in effect for that Association except as provided in this Section. All proceedings will be held in English and a transcribed record prepared in English. Depositions may be taken and discovery obtained in any such arbitration proceedings in accordance with California Code of Civil Procedure Sections 1283.05 and 1283.1 as revised, which is incorporated herein by this reference. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Notwithstanding Section 6(a), Disclosing Party shall have the right to obtain a preliminary relief on any equitable claim in any court of competent jurisdiction, where such judgment is necessary to preserve its property and/or proprietary rights under this Agreement.

(c) Any notice provided for or permitted under this Agreement will be treated as having been given when: (1) delivered personally, (2) sent by non-Both Parties telex or telecopy, (3) sent by commercial overnight courier with written verification of receipt, or (4) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Section. Such notice will be treated as having been received upon the earlier of actual receipt or five (5) days after posting.

(d) Both Parties agrees that the breach of the provisions of this Agreement by Both Parties will cause Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Disclosing Party will, therefore, be entitled to obtain timely injunctive relief to protect Disclosing Party' rights under this Agreement in addition to any and all remedies available at law.

(e) Neither party may assign its rights under this Agreement.

(f) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(g) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

(h) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

(i) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**FOR DISCLOSED-TO PARTY:**

**FOR DISCLOSING PARTY:  
VizCommunication**

**BY:** \_\_\_\_\_  
**SIGNATURE**

**BY:** \_\_\_\_\_  
**Dr. Ray Emrani, CEO & CTO**

**BY:** \_\_\_\_\_  
**PRINT NAME & TITLE**

**Date:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**COMPANY NAME**

**DATED:** \_\_\_\_\_