

MUTUAL PROPRIETARY INFORMATION AGREEMENT

Name: <input style="width: 90%;" type="text"/> Mail: <input style="width: 90%;" type="text"/>	Name: AltaSens, Inc. ("AltaSens") Mail: 4373 Park Terrace Drive Westlake Village, CA 91361
Contact: <input style="width: 90%;" type="text"/> Phone: <input style="width: 90%;" type="text"/> FAX: <input style="width: 90%;" type="text"/> Email: <input style="width: 90%;" type="text"/>	Contact: Edwin Chow, Director of Sales Phone: (650) 934-8268 FAX: (650) 210-8698 Email: echow@altasens.com
Proprietary Information relates to (Enter "None" if Party will not disclose any): <input style="width: 90%; height: 30px;" type="text"/>	Proprietary Information relates to (Enter "None" if Party will not disclose any): CMOS image sensor technology
Purpose of Agreement: <input style="width: 95%; height: 40px;" type="text" value="Discuss potential business relationship between both parties"/>	
Effective Date (First date Proprietary Information can be disclosed): <input style="width: 80%;" type="text"/> Termination Date (Last date Proprietary Information can be disclosed): <input style="width: 80%;" type="text"/> Proprietary Period (Number of years Proprietary Information must be protected): <input style="width: 80%; text-align: center;" type="text" value="5"/>	

The above Parties wish to disclose the above Proprietary Information in support of the above Purpose. In order to protect the Proprietary Information, the Parties agree as follows:

1. Proprietary Information may be disclosed between the Effective Date and the Termination Date. Proprietary Information shall mean any and all information and material disclosed by the disclosing party ("Disclosing Party") to the receiving party ("Receiving Party") or obtained by Receiving Party through inspection or observation of Disclosing Party's property or facilities (whether in writing, or in oral, graphic, electronic or any other form) that is marked in writing as "PROPRIETARY INFORMATION" or with a similar legend, or if disclosed orally or in other intangible form, shall be identified by the Disclosing Party as proprietary at the time of disclosure and a written summary delivered to the Receiving Party within 30 days of the disclosure. Proprietary Information of AltaSens may include such information and materials of AltaSens Affiliates. For the purposes of this Agreement, "AltaSens Affiliates" shall mean the following affiliated entities of AltaSens: ITX Corporation, a Japanese corporation, Olympus Business Creation America, Inc., a Delaware corporation, and E-Globaledge Corporation, a Japanese corporation.
2. Each Receiving Party agrees to a) use Proprietary Information disclosed to it solely for the above Purpose, b) maintain the confidentiality of Proprietary Information during the term of this agreement and for a number of years after the Termination Date equal to the above Proprietary Period and c) protect Proprietary Information with the same degree of care (but no less than reasonable care) used to protect its own Proprietary Information and d) not to reverse engineer, disassemble, or decompile any prototypes, software, or other tangible

objects that embody the Disclosing Party's Proprietary Information. A Receiving Party shall not, without prior written consent from the Disclosing Party, disclose Proprietary Information to any third party other than to its employees and in the case of AltaSens, to the employees of AltaSens Affiliates, in each case who have a need to know for the above Purpose and who are obligated in writing to protect its confidentiality.

3. The confidentiality obligations of this Agreement shall not apply to any information which:
 - a. the Receiving Party can show by documentary evidence to have known it, prior to the receipt of that information from the Disclosing Party,
 - b. is or becomes publicly known through no wrongful act of the Receiving Party,
 - c. is lawfully disclosed to the Receiving Party (other than the Disclosing Party) from a third party without a breach of any obligation of confidentiality,
 - d. is developed by the Receiving Party independently, without the benefit of any Proprietary Information of the Disclosing Party, or
 - e. must be disclosed pursuant to a requirement of a government agency, provided that the Receiving Party give prompt notice thereof to the Disclosing Party and shall cooperate with the Disclosing Party in protecting against such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of Proprietary Information.
4. Upon the written request of the Disclosing Party, the Receiving Party shall a) promptly return to the Disclosing Party all tangible items of Proprietary Information, including copies and notes, or b) certify in writing to the Disclosing Party that all such information has been destroyed.
5. All Proprietary Information of Disclosing Party (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Disclosing Party. Receiving Party does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Proprietary Information in accordance with the express provisions of this Agreement. Information is disclosed on an "as is" basis. No warranty, including the implied warranties of merchantability and fitness for a particular purpose, no infringement of any third party rights, or any warranty arising out of course of performance, course of dealing or usage of trade, is made with respect to the Proprietary Information. No party shall be liable for damages arising out of a Receiving Party's use of Proprietary Information.
6. The Parties acknowledge that a breach or threatened breach of this Agreement could cause harm for which money damages would be inadequate. In the event of such a breach or threatened breach, a Disclosing Party may seek temporary and permanent injunctive relief.

Receiving Party shall notify Disclosing Party in writing immediately upon Receiving Party's becoming aware of any such breach or threatened breach.

7. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements with respect to the subject matter. This Agreement may not be changed except by written agreement between the parties.
8. Either party may terminate this Agreement at any time upon written notice to the other party, and neither party shall have any obligation to disclose any Proprietary Information or to continue discussions relating to, or to enter into or continue any arrangement or agreement relating to, the Purpose or any other matter, except as agreed in writing by the parties. Sections 3, 4, 5, 6, 8 and 9 and, to the extent expressly provided therein, Section 2, shall survive the expiration or termination of this Agreement.
9. This Agreement shall be construed in accordance with California law, excluding its choice of law provisions. All disputes arising out of this Agreement will be subject to the exclusive venue of the state and federal courts in Santa Clara County, California US. The waiver by either party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either party, in whole or part, whether voluntarily, by operation of law, change of control or otherwise, without the prior written consent of the other party which will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. The parties are independent contractors, and neither party shall have any authority of any kind to bind the other party in any respect whatsoever. Each party shall comply with all applicable laws and regulations in connection with any acts or omissions under or relating to this Agreement, including, without limitation, all laws and regulations relating to the export of technical data or products.

AltaSens, Inc.

By: <input style="width: 90%; height: 20px;" type="text"/> Name: <input style="width: 90%; height: 20px;" type="text"/> Title: <input style="width: 90%; height: 20px;" type="text"/> Date: <input style="width: 90%; height: 20px;" type="text"/>	By: <input style="width: 90%; height: 20px;" type="text"/> Name: <input style="width: 90%; height: 20px; text-align: center;" type="text" value="Clint Elsemore"/> Title: <input style="width: 90%; height: 20px; text-align: center;" type="text" value="VP of Finance"/> Date: <input style="width: 90%; height: 20px;" type="text"/>
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Please fax completed form to (650) 210-8698
 Attention Edwin Chow, Director of Sales, AltaSens, Inc.