



OCULII CORP.

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "**Agreement**") is made and entered into as of [] (the "**Effective Date**") by and between Oculii Corp, a Delaware Corporation (the "**Company**"), and [] (the "**Second Party**").

1. Purpose

The parties wish to explore a business opportunity of mutual interest (the "**Opportunity**") and, in connection with the Opportunity, the Company may disclose to the Second Party certain confidential technical and/or business information that the Company desires the Second Party to treat as confidential. As a material inducement to the Company to make such Confidential Information (as defined below) available to the Second Party in connection with the Opportunity, the Second Party agrees to hold and treat such Confidential Information in accordance with this Agreement.

2. Confidential Information

"**Confidential Information**" means any information that is disclosed by the Company to the Second Party during the term of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible and intangible objects, including, but not limited to, proprietary information, technical data, trade secrets or know-how (including, but not limited to, research, product plans, products, services, markets, works of original authorship, photographs, negatives, digital images, software, computer programs, source code, object code, ideas, inventions (whether or not patentable), processes, formulas, technology, designs, drawings and engineering, hardware configuration information, marketing or finance documents, promotional methods, volumes of sales, customer, vendor and supplier names, lists and data and other technical, business, financial, customer and product development plans, forecasts, strategies and information, price policies, business opportunities and strategic partnerships and alliances). Such information will be considered Confidential Information if (i) such information is identified, in writing or orally, as Confidential Information, or otherwise marked "Confidential" or "Proprietary" or with similar designation, at the time of initial disclosure or within a reasonable time thereafter, or (ii) under the circumstances surrounding the disclosure, the Second Party reasonably should have known that such information was confidential or proprietary. Notwithstanding the foregoing, Confidential Information will not include any information that (i) was publicly known before the Company's disclosure of the information or becomes publicly known, through no violation of the terms of this Agreement, after the Company's disclosure of the information; (ii) the Second Party can demonstrate, through its files and written records, was already known by or in the possession of the Second Party at the time of disclosure; (iii) the Second Party obtains from a third party without a breach of such third party's obligations of confidentiality; (iv) the Second Party can demonstrate, through documents and other competent evidence in its possession, was independently developed by the Second Party in the course of work by its employees who neither used nor had access to Confidential Information; or (v) the Second Party is required to disclose by law or by a subpoena or order issued by a court of competent jurisdiction (each, an "**Order**"), provided that the Second Party gives the Company written notice of the Order within twenty-four (24) hours after receiving it and cooperates fully with the Company prior to disclosure to provide the Company with the opportunity to interpose any and all objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief. In the event of any dispute between the parties as to whether specific information is within one or more of the exceptions set forth in this Section 2, the Second Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s). Confidential Information also includes the purpose and the existence of this Agreement and the fact that the parties may be or are involved in negotiations with respect to a possible business relationship or other transactions. The parties also acknowledge and agree that any analyses, compilations, studies or other embodiments or derivatives of Confidential Information of the Company prepared by the Second Party (or



anyone to whom it discloses such Confidential Information) shall be owned solely by the Company and treated as Confidential Information of the Company.

3. Nonuse and Nondisclosure

The Second Party agrees not to, directly or indirectly, (i) use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity, (ii) divulge or disclose any Confidential Information to third parties, or (iii) permit any Confidential Information to be divulged or disclosed to or examined or copied by any third party; provided, however, that the Second Party may disclose Confidential Information to its employees, agents, representatives, assignees or subcontractors on a "need to know" basis (each such person, a "*Permitted Disclosee*"). The Second Party will (i) inform each Permitted Disclosee of the requirements of this Agreement, (ii) ensure that each Permitted Disclosee complies with each of the Second Party's obligations, as set forth in this Agreement, and (iii) obtain written agreements from each Permitted Disclosee, requiring such Permitted Disclosee to abide by the requirements of this Agreement. The Second Party further agrees not to (x) reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that contain or embody any Confidential Information, or (y) export or reexport (within the meaning of U.S. or other export control laws or regulations) any Confidential Information or product thereof.

4. Maintenance of Confidentiality

The Second Party agrees that it will take all reasonable measures necessary to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information. Without limiting the foregoing, the Second Party will take measures to protect the Confidential Information that are no less restrictive than those it takes to protect its own most highly confidential information. The Second Party will immediately notify the Company in the event of any unauthorized use or disclosure of the Confidential Information. In any event, the Second Party will be responsible for any breach of this Agreement by such employees or Permitted Disclosee, and the Second Party shall take all reasonable measures (including but not limited to initiating court proceedings) to enforce the terms of this Agreement with respect to such employees or Permitted Disclosee.

5. No Obligation

Nothing herein will obligate either party to proceed with or complete any transaction with respect to the Opportunity or any other matter, and each party reserves the right, at any time and in its sole and absolute discretion, to terminate discussions concerning the Opportunity.

6. No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY CONFIDENTIAL INFORMATION. THE COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, REMOTE, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OF CONFIDENTIAL INFORMATION.

7. Return of Materials

All documents and other tangible objects containing or representing Confidential Information, and all copies, embodiments or derivatives thereof that are in the possession of the Second Party, will be and remain the property of the Company and will be promptly returned to the Company upon the Company's written request, and the Second Party shall deliver, within five days of such a request, a certification by a duly authorized representative that all items have been returned.



8. No License

Nothing in this Agreement is intended to grant any license or rights to either party under any patent, copyright, trade secret or other proprietary or intellectual property right of the other party, nor will anything in this Agreement grant the Second Party any rights in or to any Confidential Information.

9. Term

The term of this Agreement will commence on the Effective Date and continue until this Agreement is terminated by mutual written agreement of the parties or by either party upon written notice to the other party. [The parties' obligations hereunder will survive until the earlier of (i) [three (3) years] after the termination of this Agreement, and (ii) the date all Confidential Information becomes publicly known and generally available through no action or inaction of the Second Party.]

10. Remedies

The Second Party agrees that its obligations hereunder are necessary and reasonable in order to protect the Company and the Company's business, and expressly agrees that monetary damages would be inadequate to compensate the Company for any breach of this Agreement by the Second Party. Accordingly, the Second Party acknowledges and agrees that (i) any such violation or threatened violation will cause irreparable injury to the Company and (ii) in addition to any other remedies that may be available to the Company at law, in equity or otherwise, the Company will be entitled to obtain injunctive relief against any threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting a bond (or other security).

11. Miscellaneous

This Agreement will be binding upon, enforceable by and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Each party (i) agrees that all actions and proceedings arising from or related to this Agreement or its subject matter may be litigated in state or federal courts located in California and (ii) consents and submits to the personal jurisdiction and venue of any such court. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no agreements or understandings between the parties, express or implied, except as are expressly set forth in this Agreement. No waiver by the Company of any provision of this Agreement or of any default by the Second Party under this Agreement, and no failure of the Company to insist upon strict performance under this Agreement, will affect the right of the Company thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Agreement may not be modified or amended except by a writing signed by both parties. If any provision of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three business days after deposit in the United States mail, by certified mail, postage prepaid, return receipt requested, or the business day after delivery to a recognized overnight courier, to the address of the party to whom notice is being given, as set forth on the signature page(s) hereto or at such other address as such party may have designated by giving notice to the other party as set forth herein. This Agreement may be executed in any number of separate counterparts, all of which, when taken together, shall constitute one and the same instrument.



12. Second Party Information

The Company hereby disclaims any and all obligations, whether express or implied, with respect to any information that the Second Party may disclose to the Company.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed by its duly authorized officer or representative as of the Effective Date.

Oculii Corp

[NAME OF SECOND PARTY]

By:



(Signature)

Name: Steven Hong
Title: Chief Executive Officer

(Print Name)

Address:
829 Space Dr.
Beavercreek, OH 45434
United States

(Print Title, if signing on behalf of an entity)

Telephone: (937)760-0338
Facsimile: _____
Email: steven@oculii.com

Address: _____

Telephone: _____
Facsimile: _____
Email: _____