

NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

(„Agreement“)

by and between

Intelibs Co.,Ltd

with offices at 1500 Stony Brook Road Stony Brook, NY 11794-6040 U.S.A

and

Kisan Telecom Co.,Ltd

2F, Segi Bldg., 66-2 Bangyi-Dong Songpa-Gu, Seoul, 138-828, Korea

- all hereinafter referred to as "Party" or "Parties" -

Effective Date: 25/05/2013

Expiration Date: 25/05/2014

Survival Period: **5 years**

WHEREAS, the Parties intend to engage in discussions concerning **“wireless communication and GPS location technologies, products, designs, components, market plans and related business information owned by any of the two companies with the purpose of investigating the purchase of products and/or services”** ("Purpose");

WHEREAS, in the course of such activities it is anticipated that the Parties will disclose to each other certain proprietary information for the Purpose as set forth above, which information the Parties regard as confidential;

NOW THEREFORE, the Parties agree as follows:

1. Definitions. "Confidential Information" shall mean any information and data, whether owned by a Party, its Affiliates, its parent company or a third party obtained through a confidential arrangement, including but not limited to any kind of business, commercial or technical information product design information, software in source code or object code and firmware, specifications and data disclosed between the Parties, such disclosure made by either a Party its parent company or a Party's Affiliate ("Discloser") to one of the other Parties (each, a "Recipient"), in connection with the Purpose of this Agreement, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof. "Affiliate" shall mean a Party's parent company or any company in which a Party, directly or indirectly, through one or more intermediaries, owns more than fifty percent (50%) of such company's capital or equivalent voting rights.

2. Manner of disclosure. Any Confidential Information disclosed in tangible form, shall be marked as "Confidential" or with a similar legend by the Discloser prior to disclosure. Any Confidential Information disclosed orally or visually, shall be identified as such prior to disclosure and summarized in writing by the Discloser to Recipient within thirty (30) days of the disclosure. In case of disagreement regarding said summary, the Recipient shall make any objections in writing within thirty (30) days of receipt of the written summary.

3. Restrictions. All Confidential Information delivered pursuant to this Agreement shall

(a) be used by the Recipient only for the sole Purpose of this Agreement, unless otherwise expressly agreed to in writing by the Discloser; and

(b) not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except its own or its Affiliate's employees, its parent company or another recipient, who have a need to know such Confidential Information and who are bound to confidentiality by agreements not less stringent than under the obligations of this Agreement; and

(c) be treated by the Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance but with no less than reasonable care.

4. Exceptions. The obligations as per Section 3 shall not apply to any Confidential Information which the Recipient can prove,

(a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the Recipient of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general

disclosures or because individual features, components or combinations thereof are now or become known to the public;

(b) is received by the Recipient from a third party free to lawfully disclose such information to Recipient;

(c) was in the Recipient's lawful possession prior to receipt from the Discloser as evidenced by written documentation;

(d) is independently developed by the Recipient without the benefit of any of the Confidential Information as evidenced by written documentation;

(e) is approved for release by written agreement of the Discloser;

(f) is required to be disclosed to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was timely given to the Discloser.

5. Refusal. Either Party shall have the right to refuse to accept any information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular information.

6. No license. It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein.

7. No remuneration, warranty or liability. The Parties are not entitled to any remuneration for disclosure of any information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed with respect to such information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any third party claims with respect to such information or any use thereof. The parties shall have no obligation to enter into any further agreement with each other regarding the Purpose. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

8. Termination. This Agreement has an Effective Date and an Expiration Date as specified above. Prior to the Expiration Date, this Agreement may be terminated with respect to further disclosures upon thirty (30) days prior notice in writing. The obligations accruing prior to termination as set forth herein, shall survive termination or expiration of this Agreement for the term of the Survival Period as specified above.

9. Ownership, Return. All Confidential Information exchanged pursuant to this Agreement, shall remain the property of the Discloser, and along with all copies thereof, shall upon respective request of the Discloser either be returned to the Discloser or be destroyed by the Recipient after termination of this Agreement. Such request shall be notified in writing by the Discloser to the Recipient within ninety (90) days after termination of this Agreement. In case of destruction, the Recipient shall confirm in writing such destruction to the Discloser.

10. No assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

11. Written form. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form itself can only be waived by mutual written agreement.

12. Dispute resolution. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence, validity or termination, shall be submitted to the courts of Zurich, Switzerland.

13. Governing law. This Agreement shall be subject to the substantive law in force in Switzerland without reference to its conflicts of law provisions.

14. Waiver. The waiver by any party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by such other party.

15. Severability. In the event that all or part of any provision of this Agreement were to be held illegal, invalid or unenforceable, such provision shall be deemed separate from all of the other provisions hereof which shall remain in full force and effect as if such illegal, invalid or unenforceable provisions were not a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Intelibs

Kisantelecom

By:

By:

Name: Se Young Park

Name: Peter Kim

Title: CEO

Title: Marketing Manager

Date: 2013.5.25

Date: 2013.5.25