

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement"), dated as of the latest of the dates set forth on the signature page below, is between Infinite Peripherals, Inc., an Illinois corporation ("IPC"), having an office address as set forth on the signature page of this Agreement, and the party whose name and office address are set forth on the signature page of this Agreement (the "Company").

Recitals

WHEREAS, IPC and the Company desire to proceed with the Discussions (defined below);

WHEREAS, IPC and Company each have proprietary rights in their respective Confidential Information (defined below); and

WHEREAS, IPC and Company may find it desirable and necessary to exchange Confidential Information during the course of the Discussions.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the following meanings unless the context requires otherwise:

"Confidential Information" means:

- (a) all information about the Discloser and its business, products and technologies, irrespective of whether or not the information is:
 - (i) in tangible or documented form;
 - (ii) marked or identified as owned by the Discloser or under the Discloser's control; or
 - (iii) obtained before, on or after the date of this Agreement;
- (b) all notes, records or copies of such information made by the Recipient; and
- (c) the fact that the Discussions are taking place between the parties.

Confidential Information does not include information that: (i) is available or becomes generally available to the public other than through a breach of this Agreement; (ii) is clearly demonstrable that same was lawfully known or independently developed by the Recipient prior to such disclosure; (iii) is obtained by the Recipient from a third party without a breach of such third party's obligations of confidentiality; or (iv) is independently developed by the Recipient without use of, or reference to, the Discloser's Confidential Information.

“Discloser” means the party to this Agreement to whom, or to whose business, products or technologies, the Confidential Information relates.

“Discussions” means the discussions and investigations relative to the possible business relationship between IPC and the Company pursuant to which Company is considering the purchase of certain products sold by IPC.

“Recipient” means the party receiving Confidential Information under this Agreement.

“Representatives” means, for each party, such party’s directors, officers, employees, consultants, majority-owned or controlled subsidiaries, and agents, who have a need to know the Confidential Information to achieve the purpose of the Discussions between IPC and Company and who are obligated in a manner consistent with this Agreement to maintain the confidentiality of such information.

2. Confidentiality and Use of Confidential Information. As a continuing condition to being furnished with and having possession of Confidential Information, Recipient agrees to treat all Confidential Information in the strictest confidence in accordance with the terms of this Agreement. Recipient agrees not to use any portion of the Confidential Information for any purpose except to evaluate the Discussions and only to the extent explicitly allowed in this Agreement. Any use of the Confidential Information will be for the benefit of Discloser. Either party will have the right to refuse to receive any information under this Agreement and nothing herein will obligate either party to disclose to the other party any particular information.
3. Non-Solicitation. From the execution date of this Agreement and for two (2) years thereafter, neither party will: (a) hire, solicit nor attempt to hire or solicit the services of any employee or independent contractor of the Discloser; (b) solicit, induce or provide or attempt to solicit, induce or provide any products or services to any customer or Prospective Customer of the Discloser which is competitive in any manner with the products or services which the Discloser may sell to such customers or Prospective Customers disclosed pursuant to this Agreement; or (c) otherwise interfere with the business relationships of the Discloser disclosed pursuant to this Agreement; provided, however, that if the Recipient had a pre-existing business relationship with such customer, Prospective Customer or vendor prior to such disclosure, the parties may continue such relationship. As used herein, “Prospective Customer” shall mean any person, firm or entity which has been in contact with any employee or agent of the Discloser regarding the products and services of the Discloser during the period immediately preceding twelve-month period prior to the date of this Agreement.
4. Non-Circumvention. Recipient agrees not to circumvent Discloser in any transaction with any customer, vendor or supplier whose identity Discloser revealed to Recipient in connection with any project, sale or any other transaction involving any products or services, including, without limitation, the Discussions. Recipient will not engage in reverse engineering or similar practice with respect to Confidential Information disclosed to it.
5. No Proprietary Rights/Return of Materials. No license under any patents, copyright, proprietary or other intellectual property right or other right is granted or implied by this Agreement or by conveying Confidential Information. Discloser is making no

representation or warranty that the Confidential Information does not infringe on any patent, copyright, trademark, tradename or any other intellectual property right of third parties. Recipient will not remove any copyright, confidential, proprietary rights or intellectual property notices attached to or included in any Confidential Information furnished by Discloser. Recipient will reproduce all such notices on any copies. All drawings and other documents, any copies thereof, or things or samples which embody Discloser's Confidential Information will remain Discloser's sole property and will be returned to Discloser or destroyed within five (5) days of Discloser's written request. Upon request by Discloser, Recipient will offer proof of such return or destruction by sending an acceptable declaration in writing. Electronic copies of or containing Confidential Information, which copies are automatically generated through data backup and/or archiving systems ("*electronic copies*") are not required to be returned or destroyed, and retention of such electronic copies will not be deemed to violate this Agreement as long as such electronic copies are not disclosed or used in violation of the terms hereof. In addition, nothing in this Agreement shall prohibit the Recipient from retaining copies of any Confidential Information, including any electronic copies, as necessary to comply with regulatory requirements applicable to it or any internal recordkeeping policy or procedure to which it is subject. Such retained copies shall remain subject to the terms and conditions of this Agreement.

6. No Representations. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER DISCLOSER NOR ANY OF ITS REPRESENTATIVES, COUNSEL OR OTHER PROFESSIONALS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE. NEITHER DISCLOSER NOR ANY OF ITS REPRESENTATIVES, COUNSEL OR OTHER PROFESSIONALS WILL HAVE ANY LIABILITY TO RECIPIENT OR ANY OF ITS REPRESENTATIVES, COUNSEL OR OTHER PROFESSIONALS, OR TO ANY THIRD PARTIES, RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY OTHER INFORMATION (ORAL OR WRITTEN) PROVIDED OR ALLEGED TO HAVE BEEN PROVIDED TO THEM.
7. Disclosure Pursuant to Legal Process. In the event Recipient is requested or required (whether by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise) to disclose any Confidential Information or the fact that Confidential Information has been made available to Recipient, Recipient will provide Discloser with prompt notice of such request or requirement, so that Discloser may seek, at its expense, an appropriate protective order, or so that Discloser may waive compliance with the terms of this Agreement. In the absence of such protective order or waiver, Recipient may disclose only that portion of the Confidential Information as is legally required to be disclosed.
8. Compliance by Representatives. Each party will bind its Representatives to adhere to the provisions of this Agreement and will take all necessary steps to ensure compliance with this Agreement by its Representatives. For the avoidance of doubt, Representatives include, without limitation, Representatives of Company's ultimate parent or shareholders and all majority-owned or controlled subsidiaries of such parent or shareholders and

Representatives of IPC's ultimate parent or shareholders and all majority-owned or controlled subsidiaries of such parent or shareholders.

9. Term. The obligations of confidentiality contained in this Agreement will survive the completion or termination of the Discussions and remain in effect until the later of: (a) five (5) years after the date of disclosure of Confidential Information or (b) the date on which the source codes, trade secrets, drawings and other documents are no longer protected by any applicable law protecting patents, copyrights, trademarks, trade secrets or other intellectual property rights.
10. No Public Communication. Neither party will issue any press release or other public communication of any kind regarding the discussions and negotiations between IPC and Company, this Agreement, the information received as part of this Agreement or the contents of this Agreement without prior written consent of the other party.
11. No Business Relationship. The parties hereto agree that this Agreement creates a confidential relationship for the purpose of protecting Confidential Information only. This Agreement does not create a joint venture, agency, partnership or other business arrangement, and any agreement between the parties as to business activities will be set forth in subsequent written agreements.
12. Enforcement by Injunction. The protections of this Agreement are of vital concern and essential to Discloser's business and any violation thereof would cause irreparable harm to Discloser. In the event of a breach or threatened breach of this Agreement, in addition to other rights and remedies, Discloser will be entitled to specific performance and/or injunctive or other relief from any court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).
13. Notices. All notices and other communications required hereunder shall be in writing and deemed to have been given when: (a) personally delivered; (b) sent via facsimile with a confirmation of transmission; (c) sent by email with a confirmation of transmission from the receiving party; or (d) one business day after delivery to a recognized courier service for guaranteed next business day delivery, in each case to the addresses set forth on the signature page hereto, or to such other address as either party may request by notice as provided herein. In the event of a dispute hereunder, service of process shall be deemed to have been given when provided in accordance with this Section 13.
14. Miscellaneous.
 - (a) No assignment, change, modification, extension, renewal, discharge, abandonment or waiver of this Agreement, or any of its provisions, nor any representation, promise, or condition relating to this Agreement shall be binding upon either party unless in writing and signed by both parties.
 - (b) The parties have participated jointly in negotiating and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
 - (c) In the event that any term or provision of this Agreement or portion thereof is determined by a court of any competent jurisdiction to be invalid, unenforceable, in

conflict with any applicable law or regulation or otherwise illegal, this Agreement shall continue in full force and effect as if the offending terms and provisions hereof or portion thereof are no longer incorporated herein.

(d) The laws of the State of Illinois (irrespective of its choice of law principles) shall govern all matters arising out of or relating to this Agreement and the transactions contemplated hereby, including, without limitation, its interpretation, construction, performance, and enforcement. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of who drafted this Agreement. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having situs in Chicago, Illinois. Each party to this Agreement hereby consents and submits to the exclusive jurisdiction of any court sitting in Chicago, Illinois and its appellate courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement and waives any right such party may have to transfer the venue of any such action or proceeding. The prevailing party in any litigation in connection with this Agreement will be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' and paralegals' fees, and costs incurred by the prevailing party in connection with any such litigation.

(f) This Agreement constitutes the entire agreement between the parties hereto and supersedes all understandings, agreements, representations, and warranties of or between the parties with respect to the subject matter hereof. No change or modification of this Agreement will be valid unless in writing and signed by both parties.

(g) This Agreement, to the extent signed and delivered by means of a facsimile machine or via electronic mail of a .pdf or .tiff or similar file format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(h) Those signing below affirm that they have the full power and authority, and their signatures establish this as a valid and legal agreement, enforceable as written.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date indicated below.

INFINITE PERIPHERALS, INC.
17681 Mitchell North
Irvine, Ca 92614

Company: _____

Address: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____