

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “**Agreement**”) is made as of October 6th, 2009 (the “**Effective Date**”) between International Center for Actuators and Transducers, The Pennsylvania State University (the “**Center**”), and the **ICAT Symposium Attendant** (the “**Undersigned**”).

WHEREAS, for the purpose of furthering a potential business relationship between them, the Center and the Undersigned (collectively referred to as the “**Parties**” and individually as a “**Party**”) have determined to establish terms governing the use and protection of certain information the ICAT Symposium speaker (“**Owner**”) may disclose to the Symposium attendant (“**Recipient**”).

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

Definition of Confidential Information

“**Confidential Information**” means any oral, written, graphic or machine-readable information obtained during the ICAT Symposium period (October 6th and 7th, 2009) including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, business plans, agreements with third parties, services, customers, marketing or finances of the Owner, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

Nondisclosure of Confidential Information

(a) Owner agrees that Center delivers Confidential Information (including the Proceedings CD and Handout) to the Member Companies (as of October 6th, 2009) of ICAT, The Penn State University and Japan Technology Transfer Association, Tokyo, Japan, which are the co-organizers of the ICAT Symposium.

(b) Recipient agrees not to use any Confidential Information disclosed to it by the Owner for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the relationship. Recipient shall not disclose or permit disclosure of any Confidential Information of the Owner to third parties. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Owner in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Recipient further agrees to notify the Owner in writing of any actual or

suspected misuse, misappropriation or unauthorized disclosure of the Owner's Confidential Information which may come to Recipient's attention.

(c) Notwithstanding the above, Recipient shall not have liability to the Owner with regard to any Confidential Information which Recipient can prove:

(i) was in the public domain at the time it was disclosed by the Owner or has entered the public domain through no fault of Recipient;

(ii) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the Owner;

(iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body or as required by law; provided, however, that Recipient shall provide prompt notice of such court order or requirement to the Owner to enable the Owner to seek a protective order or otherwise prevent or restrict such disclosure.

No Duplication

Recipient agrees, except as otherwise expressly authorized by the Owner in writing, not to make any copies or duplicates of any Confidential Information, including the Symposium Handout and Proceedings CD.

No Rights Granted

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Owner, nor shall this Agreement grant Recipient any rights in or to the Owner's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the relationship. Recipient understands that nothing in this Agreement (a) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at the Owner's option, or (b) requires the Owner to proceed with the relationship or any transaction in connection with which the Confidential Information may be disclosed.

Term

The foregoing commitments of each Party shall survive any termination of the relationship between the Parties, and shall continue for a period terminating on the later to occur of the date one (1) year following the Effective Date of this Agreement.

Successors and Assigns

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties, provided that the Owner's Confidential Information may not be assigned without the prior written consent of the Owner. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto

or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

Independent Contractors

The Owner and Recipient are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Owner and Recipient as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

Representations of the Parties

Each Party represents that it has the right to make disclosures under this Agreement; that it will not disclose to the other any information confidential to any third party without the authorization from that third party; and that the terms of this Agreement are not inconsistent with other contractual and/or legal obligations it may have.

No Liability

The Owner shall not have any liability or responsibility for errors or omissions in, or any decision made by Recipient in reliance on, any Confidential Information disclosed under this agreement.

Governing Law - Jurisdiction

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of **PENNSYLVANIA**, without giving effect to principles of conflicts of law. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the courts of **PENNSYLVANIA**.

Remedies - Indemnification

The Owner and Recipient each agree that the obligations of Recipient set forth in this Agreement are necessary and reasonable in order to protect the Owner and its business. The Owner and Recipient each expressly agree that due to the unique nature of the Owner's Confidential Information, monetary damages would be inadequate to compensate the Owner for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the Owner and Recipient each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Owner and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Owner shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of proving actual damages, and (b) to be indemnified by

Recipient from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of Recipient's obligations under this Agreement or the unauthorized use or disclosure of the Owner's Confidential Information.

Entire Agreement

This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein.

No Publicity

Recipient shall not, without the prior written consent of the Owner, disclose to any other person the fact that Confidential Information of the Owner [has been and/or] may be disclosed under this Agreement, that discussions or negotiations are taking place between the Owner and Recipient, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the Owner.

International Center for Actuators and Transducers, The Penn State University
134 Materials Research Laboratory Bldg, University Park, PA 16802, USA

By: Kenji Uchino (Center) Date: October 5th, 2009
Name: Kenji Uchino, Ph. D. Title: Director

ACCEPTED AND AGREED TO: Page 1

Signed by Undersigned	Date	Name (print)	Company