DIGILENS INC.
MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT is made and entered into as of the date set forth below between **Digilens Inc.**, a California corporation, on behalf of itself and all of its affiliated and related entities ("DigiLens"), and _____, a _____ corporation.

1. PURPOSE. The parties wish to continue to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose or have already disclosed to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. CONFIDENTIAL INFORMATION. "**Confidential Information**" means any information disclosed previously or in the future by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Without limiting the foregoing, and notwithstanding any failure to be so marked or identified, any non-public information disclosed by DigiLens relating to its waveguides, optics, performance, specifications and software shall be deemed "Confidential Information" of DigiLens hereunder. Information communicated orally shall be considered Confidential Information if such information is identified at the time of disclosure as being Confidential Information or confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure if legally permitted to do so and assistance in obtaining an order protecting the information from public disclosure.

3. NON-USE AND NON-DISCLOSURE. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party may disclose the Confidential Information of the other party only to those of its, or its Affiliates, employees or contract employees, directors, officers, agents, or attorneys ("Representatives") who have a bona fide need to know such Confidential Information and are bound by a written obligation of confidentiality, but solely for them to use to the extent necessary to evaluate or engage in discussions concerning the contemplated business relationship and for no other purpose. *Neither party may disclose or distribute any Confidential Information of the other party to any third party, including, without limitation, consultants, partners, suppliers or customers, without the express prior written consent of the disclosing party, which consent may be withheld in the disclosing party's sole and absolute discretion.* Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

"**Affiliate**" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights of such entity.

4. MAINTENANCE OF CONFIDENTIALITY. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its Representatives who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. <u>NO OBLIGATION</u>. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. <u>NO WARRANTY</u>. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. <u>RETURN OF MATERIALS</u>. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon such party's written request. To the extent such return is not possible, the receiving party will promptly destroy all tangible items and embodiments containing or consisting of the disclosing party's Confidential Information, including all summaries and whole or partial copies thereof (including electronic copies) and shall provide a certification to the disclosing party that such destruction has been completed.

8. <u>NO LICENSE</u>. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right, copyright, or other intellectual property or proprietary right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as set forth herein.

9. <u>TERM</u>. This Agreement will become effective as of the date set forth below. Each party may terminate this Agreement by giving the other party thirty (30) days prior written notice. The obligations of each receiving party hereunder shall survive for a period of five (5) years from the expiration or termination of this Agreement or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, if earlier.

10. <u>REMEDIES</u>. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. <u>MISCELLANEOUS</u>. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement shall be Santa Clara County, California, and each party hereby consents to the jurisdiction of the state and federal courts located there. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the other provisions of this Agreement, which provisions will remain in full force and effect. This Agreement may be executed in one or more original counterparts, all of which together will constitute one agreement. Facsimile signatures will have the same effect as original signatures.

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY AS OF _____ ____, 202_:

DIGILENS INC.   _____
1276 Hammerwood Avenue   _____
Sunnyvale, CA 94089   _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____