

# OPTIVUS NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between OPTIVUS PROTON THERAPY, INC. ("OPTIVUS") whose address is: 1475 S. Victoria Court, San Bernardino, California 92408 and \_\_\_\_\_ whose address is: \_\_\_\_\_ to facilitate the exchange of Confidential Information (as defined below) for the purposes of \_\_\_\_\_. This Agreement shall be effective on the date executed by all parties.

1. For the purposes of this Agreement, the term "**Confidential Information**," shall include all information of OPTIVUS, whether oral, written or embodied in equipment or computer storage media, including but not limited to, technical information such as software, specifications, drawings, schematics, blueprints and operating procedures; business information such as customer lists, business plans and marketing material; and financial information such as financial statements, quotations and operating costs. However Confidential Information will not include information which RECIPIENT can prove by clear and convincing evidence: (a) is or becomes generally known through no fault of RECIPIENT (b) was in the possession of RECIPIENT prior to the disclosure to RECIPIENT by OPTIVUS, as evidenced by RECIPIENT's written records pre-dating such disclosure; or (c) was made available to RECIPIENT by a third party having a legal right to use and disclose the information.

2. All Confidential Information shall be kept in confidence by RECIPIENT and shall not be used by RECIPIENT for any purpose other than the purposes for entering into this Agreement. The Confidential Information shall not be disclosed, in whole or in part, to any third party without the prior written consent of OPTIVUS and will be disclosed only to those employees of RECIPIENT who have a need-to-know such information in connection with the purposes for which this Agreement was executed and who have agreed to abide by the terms of this Agreement. Before disclosing any Confidential Information to its employees, RECIPIENT will advise those employees of their obligations under this Agreement and will obtain from such employees a written commitment to abide by its terms.

3. RECIPIENT further agrees that, upon the earlier of (a) any request by OPTIVUS, or (b) when the purposes for entering into this Agreement have been fulfilled or no longer exist, RECIPIENT will promptly return to OPTIVUS or, at OPTIVUS' option, destroy, all tangible things which embody all or any part of the Confidential Information received, including all documents, notes, copies, computer files and other computer media, which contain any Confidential Information.

4. This Agreement shall remain in full force and effect for a period of five years from the Effective Date. The Effective Date is defined as the date when this Agreement is signed by both parties.

5. The parties acknowledge and agree that any breach of this Agreement will cause irreparable injury to OPTIVUS and that monetary damages will not provide adequate relief. Accordingly, in the event of a breach of this Agreement, OPTIVUS shall be entitled to an injunction or other decree of specific performance (in addition to other available remedies) with respect to any violation and without showing that monetary damages would not provide an adequate remedy. RECIPIENT waives the necessity of any bond or other security, which might be required for a court to issue an injunction or some other equitable relief. In the event OPTIVUS is required to take legal action against RECIPIENT for violation of the terms of this Agreement and OPTIVUS is successful in establishing a breach of the Agreement, OPTIVUS shall be entitled to recover all costs, expenses, and reasonable attorneys' fees incurred in such action. The parties hereby submit to the jurisdiction of the Courts of the State of California, located in Los Angeles County and of the federal courts located therein for the purposes of enforcing this Agreement.

6. This Agreement shall be governed by the substantive laws of the State of California without regard to choice of law principles. This Agreement may not be modified or amended except by a writing signed by both parties.

7. The persons signing this Agreement warrant that they have the authority to enter into this Agreement on behalf of the party they represent and agree to be the point of contact for documentation transfers.

**BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND AND WILL COMPLY WITH ITS TERMS.**

OPTIVUS TECHNOLOGY, INC.  By:  TITLE: DATE:	RECIPIENT:  By:  TITLE: DATE:
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