

OPTIVUS VISITOR NONDISCLOSURE AGREEMENT

In consideration of granting me permission to visit the facilities of Optivus Proton Therapy, Inc., a California corporation ("Optivus"), I acknowledge that I will view certain confidential and proprietary information (referred to in this Visitor Nondisclosure Agreement as "Confidential Information, and defined in the next paragraph), agree to hold and keep confidential, the Confidential Information. Additionally, I agree not to record any images our sounds with any recording or photographic or similar device.

As used in this Visitor Nondisclosure Agreement, the term "Confidential Information" means and includes (a) trade secrets concerning the business and affairs of Optivus, and viewed by me during this visit, or otherwise disclosed to during this visit, product specifications, data, know-how, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures and any other information, however documented, that is a trade secret within the meaning of California's applicable state trade secret law); and (b) information concerning the business and affairs of Optivus (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training techniques and materials, and also includes all notes, analyses, compilations, studies, summaries and other material prepared by me containing or based, in whole or in part, upon any information included in the foregoing.

I agree that the Confidential Information (a) will be kept confidential by me, (b) without limiting the foregoing, will not be disclosed in any manner by me to any person or entity except with the specific prior written consent of Jon W. Slater, President and CEO, and (c) will not be used by me for any purpose without the prior written consent of Jon W. Slater.

"I acknowledge that violation of this Nondisclosure Agreement subjects me to the provisions of the California Uniform Trade Secrets Act, which subjects a person or entity who misappropriates trade secrets to potential (i) liability for compensatory and punitive damages, (ii) payment of royalties, (iii) court injunction, and (iv) liability for the attorneys fees of Optivus."

Printed Name

Company or Organization

Signature

Date