



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made and entered into as of _____, (the "agreement"), by and between Woosim Systems Inc., a company having its principal office at #501, Daerung Technotown 3rd, 448 Gasan-Dong, Geumchun-Gu, Seoul, Korea ("Woosim") and _____, a company having its principal office at _____, (the "_____")

WITNESSETH

WHEREAS, each of the Woosim and the _____ owns and possesses certain technical and business information which is valuable, proprietary and confidential, and

WHEREAS, each of the Woosim and the _____ wishes to exchange technical and business information for the purpose of conducting discussions toward possible business collaboration (the "Purpose") under terms that will protect the confidential and proprietary nature of each party's information;

NOW THEREFORE, in consideration of the foregoing premises and mutual agreements hereinbelow the Woosim and the _____ agree as follows;

1. Confidential Information. "Confidential Information" shall include and all information disclosed by the Woosim or the _____ pursuant to this Agreement which is not generally known and which relates to the business of the Woosim and the _____, or any other third party with which the Woosim or the _____ deals, any technology, know-hows, material, and data of the Woosim or the _____ and which is (i) marked "confidential" or "proprietary" at or before the time of disclosure thereof, if disclosed in tangible form, or (ii) if disclosed orally, designated confidential or proprietary at or before the time of disclosure thereof and is identified in reasonable detail and confirmed as such in a writing delivered to the receiving party within thirty(30) days of the date of such oral disclosure. "Confidential Information" shall also include the terms and conditions of this Agreement. "Confidential Information" does not include any information that either party establishes by written documentation or other tangible records:

- a) was known prior to such disclosure to the receiving party free of any obligation to keep it confidential; or
- b) is independently by the receiving party without reference to, use of or access to the Confidential Information of the disclosing party; or
- c) is within the public domain at the time of disclosure or that subsequently enters the public domain; or
- d) is lawfully received from a third party free to disclose such information to the receiving party; or

Woosim Systems Inc.

#501 Daerung Technotown 3rd, 448 Gasan-Dong, Geumchun-Gu, Seoul, Korea

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e) was released without restriction pursuant to the prior written approval of the party claiming it as Confidential Information hereunder;

in each case through no breach by receiving party of any duty to the disclosing party and through no violation by the receiving party of any applicable law.

For purpose hereof, any combination of Confidential Information disclosed by a party shall not be deemed to be written one of the foregoing exclusions merely because individual portions of such combined Confidential Information are disclosed or separately known in the public domain by the receiving party free of any confidentiality obligation. As used herein, "receiving party" means a party to this Agreement which is the recipient of Confidential Information, and "disclosing party" means a party to this Agreement which discloses Confidential Information.

2. Ownership of Confidential Information; Confidentiality Obligation. All Confidential Information disclosed by a party hereunder shall remain the property of such disclosing party. Neither party shall disclose, nor shall it permit any others to disclose, to any third party, or otherwise use, or permit any others to use, any Confidential Information received hereunder for any purpose other than the express Purpose set forth in the recitals hereinabove and according to the terms of this Agreement, without the prior written consent of the disclosing party. The degree of care required of the receiving party regarding the prevention of disclosure of the disclosing party's Confidential Information shall be at least the degree of care the receiving party uses to protect its own similar Confidential Information and trade secrets, but in no event shall the receiving party exercise less than reasonable care.

3. Permitted Recipients. The receiving party shall limit disclosure of the Confidential Information to its employees, professional advisors, consultants and representatives who require access to such information to enable the receiving party to carry out the purpose of this Agreement and who have been made aware of and instructed to observe the terms of this Agreement.

4. Protective Orders. If a receiving party is required by order of ant court or other government agency to disclose any Confidential Information disclosed to it, such party shall provide the disclosing party with prompt written notice of any such requirement so that the disclosing party may seek, or may request the receiving party to seek, an appropriate protective order or waive compliance with the provisions hereof. Upon the request and at the expense of the disclosing party, the receiving party will reasonably cooperate with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

5. No Licenses Granted / No Obligation. Nothing in this Agreement shall be construed as (a) conferring an express or implied license or an option of a license to a receiving party, whether under any patent, copyright,

Woosim Systems Inc.

#501 Daerung Technotown 3rd, 448 Gasan-Dong, Geumchun-Gu, Seoul, Korea

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trademark, license right or trade secret owned or obtained by the disclosing party, relating to the Confidential Information, or otherwise, or (b) obligating a party to enter into any other agreement of any kind with another party.

6. Rights Upon Breach. The parties agree that in the event of any breach by receiving party of any of the obligations or covenants set forth in this Agreement, the disclosing party shall be entitled to;

a) compensation for actual damages from the receiving party for any losses incurred by reason of such breach, including without limitation all reasonable attorney's fees and costs of suit; and

b) injunctive relief by a court of competent jurisdiction. The receiving party hereby waives the claim or defense in any such action for injunctive relief that the disclosing party has an adequate remedy at law or in damage, and such person shall nor urge in any such action or proceeding the claim or defense that such remedy at law or in damages exists.

7. Governing Law; Severability. This Agreement shall be construed and the right of the parties shall be determined in accordance with the laws of the Republic of Korea. In the event that any provision of this Agreement is held to be illegal, against public policy or otherwise unenforceable, the validity of the remaining portions or provisions hereof shall not be affected.

8. Termination. Effect of Termination. Either party may terminate this Agreement upon written notice to the other. It is contemplated that, upon termination, either: (a) neither party would make further disclosures of Confidential Information to the other, or (b) a superceding Confidentiality Agreement would be executed. Notwithstanding such termination of this Agreement, confidentiality obligations under this Agreement with respect to any Confidential Information which was obtained prior to the effective date of termination shall continue and be valid and binding for three(3) years after the effective date of termination in accordance with the provisions of this Agreement.

9. Obligations Upon Termination. Upon the earliest of (a) the termination of this Agreement, (b) the request of a disclosing party, or (c) the completion of the business dealings pursuant to which such Confidential Information was disclosed, a receiving party shall promptly (but in any event within seven (7) business days following termination or receipt of any request) return to the disclosing party any Confidential Information (and all copies thereof made by or for receiving party) in tangible form in any and all media, whether supplied by the disclosing party, or created by the receiving party), and delete or erase such Confidential Information (and copies) from computer systems, in the possession, custody or control of the receiving party or any person acquiring such Confidential Information (and copies) through the receiving party. The receiving party shall certify to the disclosing party, by an instrument in writing signed by one of its officers, that it has complied with the requirements of this paragraph.

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10. No Oral Modifications. No amendment, modification or waiver of any provisions of this Agreement shall be valid unless in writing and signed by parties.

11. Entire Agreement. This Agreement contains the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous communications, agreements or understanding with respect to the subject matter hereof.

12. Compliance With Laws. Each party shall comply with all applicable laws and regulations with respect to any information or technical data received under this Agreement.

13. Assignment. No party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that a party may assign its rights and interests to a successor in interest to all or substantially all of its business.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in two(2) copies in English, each with the same force and effect, each party retaining one(1) copy.

Woosim Systems Inc.

By: Chankam Bang
Name: BANG, CHANKAM
Title: GENERAL MANAGER

By: _____
Name: _____
Title: _____

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