



## NON-DISCLOSURE AGREEMENT

International Display  
Consortium, Inc.  
IDC  
1115 Alpha Dr  
Alpharetta, GA 3004

This confidential Non Disclosure agreement ("NDA") is entered into by the companies listed above and is effective as of the date listed below. In consideration for the disclosure by one party ("Disclosing Party") to the other party (the "Recipient") of information, agreement is as follows:

1. The term "Proprietary Information" means any and all information, in any form, whether of a technical or commercial nature including, but not limited to, any information relating to the requirements, pricing, specifications, procurement, program, or project which is disclosed prior to, or subsequent to, the date of this Agreement by the Disclosing Party to the Recipient and identified by the Disclosing Party at the time of disclosure as being Proprietary Information. If the Proprietary Information is disclosed in a form other than in writing, this disclosure shall be confirmed in writing by the Disclosing Party as being Proprietary Information within thirty (30) days of disclosure.
2. Proprietary Information shall not include information which, at the date of signature hereof, or thereafter (i) becomes public domain, (ii) is known to the Recipient prior to being disclosed by the Disclosing Party (iii) is developed independently by the Recipient (iv) becomes generally known in the industry to which it pertains, or (v) is legally obtained by the Recipient at any time from other sources who are not subject to proprietary restrictions. The Recipient shall have the burden of proof in establishing any of the above mentioned exceptions.
3. The Recipient agrees to use the Proprietary Information solely for the purposes of its evaluation of the requirement, quotation, program, project or other related activity, and agrees not to disclose the Proprietary Information to any third party. Notwithstanding the foregoing, the Recipient may disclose Seller's Proprietary Information to Recipient's ultimate customer(s) and IDC may disclose Discloser's Proprietary Information to its vendor for the items/services to be provided, if any such third party agrees to be bound by non-disclosure agreement similar to that contained herein.

4. The Recipient agrees to retain the Proprietary Information of the Disclosing Party in confidence and to exercise towards it, at least the same degree of care and protection that it takes to safeguard its own Proprietary Information, which shall be at least a reasonable degree of care and protection.
5. Nothing in this Agreement shall be construed as granting to the Recipient any rights by license or otherwise, express or implied, to or in any of the Disclosing Party's patents, unpatented inventions or other intellectual property. All Proprietary Information shall remain the property of the Discloser.
6. Discloser warrants that it has the rights to disclose the Proprietary Information to Recipient. Otherwise, all information is provided "AS IS" and without any warranty, expressed, implied, or otherwise, regarding its accuracy or performance.
7. This Agreement shall remain in force and effect throughout the period in which the Recipient receives Proprietary Information and for a period of seven (7) years thereafter.
8. Upon the Disclosing Party's request, the Recipient shall return to the Disclosing Party all Proprietary Information of the Disclosing Party that it has received or that is in its possession, together with all copies thereof, and will immediately cease to make further use or disclosure of such Proprietary Information.
9. Nothing herein (including the exchange of Proprietary Information hereunder) shall be deemed as obligating the parties to enter into any business relationship or purchase agreement with respect to a procurement or otherwise.
10. This Agreement shall be governed by and construed in accordance with the laws of Georgia, United States of America, and any dispute arising under or in connection herewith shall be presented in and determined by arbitration to be conducted in Atlanta Georgia, exclusively.

IN WITNESS WHEREOF THE PARTIES DULY EXECUTE THIS AGREEMENT AS OF

International Display Consortium, Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_