

NONDISCLOSURE AGREEMENT

IPS and Ever Tech ("Recipient"), here agree as follows:

I. IDENTIFICATION OF CONFIDENTIAL INFORMATION

A. Confidential Information may include data, know-how, algorithms, computer Programs, processes, improvements, designs, devices, systems, test results, sketches, photographs, plans, drawings, product concepts, specifications, reports, laboratory, notebooks, business and financial plans, strategies, budgets, vendor, customer and distributors names, pricing information, production or manufacturing information, product sales information or forecasts, inventions, and ideas.

B. IPS may disclose to Recipient the following types of information :

about all equipment which IPS supply with customer

C. The information described above shall be deemed : "Confidential information" if (1) in the case of a written disclosure, IPS affixes to the document an appropriate legend, such as "Proprietary" or "Confidential"; (2) in the case of an oral or Visual disclosure, IPS makes a contemporaneous oral statement or delivers to Recipient a written statement within thirty (30) days to the effect that such disclosure is confidential or the like, or (3) in the case of information which is obtained as the result of a visit by recipient to IPS' facilities, the information is obtained via (i) exposure on IPS desks, works areas, computers, or other areas in IPS' facilities, (ii) hearing discussions among IPS employees, or (iii) any other inadvertent disclosure of such information while Recipient is at IPS.

D. Confidential Information does not include information that (1) becomes a matter of public knowledge through no fault or act of Recipient; (2) is rightfully received by Recipient from a third party not subject to restriction on disclosure; (3) has been independently developed by Recipient without the use of IPS' Confidential information; or (4) was rightfully in the possession of Recipient prior to its disclosure by IPS; provided, however, that Confidential Information shall include (1) information that is specific, even if it is embraced by more general information in the public domain or in the possession of Recipient and (2) a combination of individual items of information, even if that combination could be reconstructed from non-confidential sources, if none of the non-confidential sources shows the whole combination and its principle of operation; and provided further that the sale or unrestricted disclosure of an article or product made through a confidential manufacturing process of IPS shall not be deemed to constitute a public disclosure of the process.

E. Each party's NDA Coordinator shall be primarily responsible for ensuring compliance with this Agreement and shall serve as the principal contract for the disclosure or receipt of Confidential Information. IPS' NDA Coordinator will be K.H. Kim, and Recipient's NDA Coordinator will be Liiao Yung Chi. If no NDA Coordinator is identified, the signatory of this NDA shall be deemed the NDA Coordinator.

II. USE OF CONFIDENTIAL INFORMATION

Recipient shall use Confidential information only for the purpose of providing information, products or services to IPS pursuant to the project that is the subject of this Agreement.

III. RESPONSIBILITIES OF RECIPIENT

A. Recipient shall (1) disclose Confidential Information only to those of its employee who have a need to know such information, are informed of its confidential nature and who have individually signed an Acknowledgement in the form attached hereto as Exhibit A, which Acknowledgments are to be maintained by Recipient and made available to IPS upon request; (2) not disclose, communicate, or convey Confidential Information, or otherwise provide the information, goods and services being provided hereunder, whether wholly or partially, to any third party; (3) protect the Confidential Information with at least the degree of care with which it protects its own confidential information, but in no case with less than a reasonable degree of care.

B. Upon written request by IPS, Recipient shall promptly (1) return to IPS all Confidential Information, including all materials Recipient may have created that reveal or are based in any way on any confidential Information, and all copies of the foregoing, in whatever form.

C. Recipient acknowledges that IPS part designs, drawings and specifications are proprietary to IPS and constitute IPS Confidential Information and trade secret information. Accordingly, Recipient shall not use any Confidential Information to analyze

samples, products or parts provided hereunder to determine their composition or method of manufacture, except upon express written consent by IPS. Recipient will not, and will not assist any third party to, use any Confidential Information to reserve engineer, reconstruct or decompile any sample or product supplied by IPS or any product that Recipient knows or reasonably believes is an IPS product. If Recipient violates this paragraph, then Recipient assigns all right, title and interest in such part to IPS.

D. Recipient agrees not to disclose to IPS any information that Recipient or any third party regards as proprietary or confidential. IPS may use without restriction any and all information disclosed to it by Recipient.

IV. DISCLOSURE PERIOD AND CONFIDENTIAL PERIODS

A. The period during which IPS may disclose Confidential Information under this Agreement shall begin on the date of the first disclosure of Confidential Information (which may be prior to the date of this Agreement) and shall end three (3) years from the date this Agreement was signed.

B. The obligations set forth in Articles II and III shall survive the termination or expiration of this Agreement, and shall continue unless and until IPS that the confidential information falls under one of the exceptions set forth in Paragraph I (D) above.

V. ENFORCEMENT

Recipient acknowledges that the breach or threatened breach of this Agreement by Recipient of its employees will result in irreparable injury to IPS and that, in addition to its other remedies, IPS shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. Recipient hereby waives any requirement for the positing of a bond or other security in connection with such injunctive relief. Recipient shall reimburse IPS for all costs and expenses, including attorney's fees, incurred in attempting to enforce the provisions of this Agreement.

VI. INVENTIONS, DISCOVERIES, OR IMPROVEMENTS

Recipient agrees to promptly and fully disclose to IPS any invention, discovery or improvement which Recipient may make, whether alone or jointly, resulting from the use of Confidential Information, and that all rights in any such invention, discovery or improvement shall belong solely to IPS and that Recipient will execute any documents or take such other action (at IPS' sole expense) as IPS may require to confirm such rights.

VII. MISCELLANEOUS

A. Recipient shall not acquire intellectual property rights or licenses from IPS other than by a separate written agreement. Nothing in this Agreement shall be deemed to create any obligation to discuss Confidential Information. Confidential Information is accepted "as is" by Recipient without any warranty of non-infringement or of any other sort by IPS.

B. Before exporting or re-exporting any Confidential Information, Recipient must comply with all applicable regulations of the Republic of ~~=====~~ and of Korea Department of Commerce Office of Export Administration and/ or other applicable Korea or foreign agencies.

C. This Agreement shall be interpreted and enforced according to the laws of Republic of Korea.

D. During the term of this Agreement, and for a period of six (6) months followings the expiration or termination thereof, IPS may conduct such inspections or audits of Recipient's facilities, inventory, records, and personnel as IPS, in its sole discretion, deems necessary to validate Recipient's compliance with this Agreement. If IPS seeks to commence an audit or inspection other than during normal business hours, IPS shall provide one business day's advance notice that the audit or inspection shall occur and shall specify the time and place of the audit or inspection.

E. If Recipient believes that any provision of this Agreement has been breached by Recipient, Recipient's employees, or any third party, Recipient shall promptly notify IPS, and agree to use its best efforts to assist IPS in remedying any such breach.

IPS Ltd.

By: [Signature]

Name: Kim Kwang Ho

Title: Vice President

Date: 9/9. 08

EVER TECH INSTRUMENTAL CO., LTD

By: [Signature]

Name: LIAO YUNG CHI

Title: PRESIDENT

Date: 9/27. 08