

## NONDISCLOSURE AGREEMENT

Triple Cores and IPS, ("Recipient"), hereby 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. Triple Cores may disclose to Recipient the following types of information: \_\_\_\_\_

about Sunteck power

C. The information described above shall be deemed "Confidential Information" if (1) in the case of a written disclosure, Triple Cores affixes to the document an appropriate legend, such as "Proprietary" or "Confidential", (2) in the case of an oral or visual disclosure, Triple Cores 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 Triple Cores's facilities, the information is obtained via (i) exposure on Triple Cores desks, work areas, computers, or other areas in Triple Cores's facilities, (ii) hearing discussions among Triple Cores employees, or (iii) any other inadvertent disclosure of such information while Recipient is at Triple Cores.

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 Triple Cores's Confidential Information; or (4) was rightfully in the possession of Recipient prior to its disclosure by Triple Cores; 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 Triple Cores 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 contact for the disclosure or receipt of Confidential Information. Triple Cores's NDA Coordinator will be S.L. Kim, and Recipient's NDA Coordinator will be K.H. Kim. 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 Triple Cores 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 employees who have a need to know such information, are informed of its confidential nature and who have individually signed an Acknowledgment in the form attached hereto as Exhibit A, which Acknowledgments are to be maintained by Recipient and made available to Triple Cores 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 Triple Cores, Recipient shall promptly (1) return to Triple Cores 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 Triple Cores's part designs, drawings and specifications are proprietary to Triple Cores and constitute Triple Cores 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 Triple Cores. Recipient will not, and will not assist any third party to, use any Confidential Information to reverse engineer, reconstruct or decompile any sample or product supplied by Triple Cores or any product that Recipient knows or reasonably believes is an Triple Cores product. If Recipient violates this paragraph, then Recipient assigns all right, title and interest in such part to Triple Cores.

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

### IV. DISCLOSURE PERIOD AND CONFIDENTIALITY PERIODS

A. The period during which Triple Cores 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 Triple Cores agrees 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 or its employees will result in irreparable injury to Triple Cores and that, in addition to its other remedies, Triple Cores shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. Recipient hereby waives any requirement for the posting of a bond or other security in connection with such injunctive relief. Recipient shall reimburse Triple Cores 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 Triple Cores 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 Triple Cores and that Recipient will execute any documents or take such other action (at Triple Cores's sole expense) as Triple Cores may require to confirm such rights.

### VII. MISCELLANEOUS

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

B. Before exporting or reexporting any Confidential Information, Recipient must comply with all applicable regulations of the Republic of China and of the U. S. Department of Commerce Office of Export Administration and/ or other applicable U. S. or foreign agencies.

C. This Agreement shall be interpreted and enforced according to the laws of Republic of China, and Recipient consents to venue and jurisdiction in the District Court of Hsin-chu.

D. During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, Triple Cores may conduct such inspections or audits of Recipient's facilities, inventory, records, and personnel as Triple Cores, in its sole discretion, deems necessary to validate Recipient's compliance with this Agreement. If Triple Cores seeks to commence an audit or inspection other than during normal business hours, Triple Cores 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 Triple Cores, and agrees to use its best efforts to assist Triple Cores in remedying any such breach.

TRIPLE CORES INC.

By: S.L. Kim  
Name (print): Kim Sung LAK  
Title: Marketing & Sales Director  
Date: 8/5/2008

IRS  
By: K.H. Kim  
Name (print): Kim Kwang Ho  
Title: V.P.  
Date: 8/5/2008



EXHIBIT A

ACKNOWLEDGMENT

The undersigned hereby acknowledges that he/she has read the foregoing Supplier Nondisclosure Agreement entered into between IPS and Triple Cores Inc. on \_\_\_\_\_ ("Agreement"), and that he/she understands the Agreement and agrees to comply with its terms, including but not limited to Article II, "Use of Confidential Information," and Article III, "Responsibilities of Recipient."

Special Agreement: IPS company will obey Triple Cores directions for whatever businesses with Sunteck power, end-user even they contract with them directly, and Triple Cores will reserve all the rights to handle future business with this end-user.

  
\_\_\_\_\_  
Signature

Kim Kwang Ho  
\_\_\_\_\_  
Name

U.P  
\_\_\_\_\_  
Title

Dated: 8/5/2008