



MUTUAL NON-DISCLOSURE AGREEMENT

Regarding: Project: _____, agreed between parties:

Optima International Inc. _____ and:

7F-2, No. 192, Sec. 2, Zhongxing Road, _____

Xindian, Taipei 23146, Taiwan _____

This Non-Disclosure Agreement (NDA) is effective as of the first shown date set forth below ("Effective Date") and governs all disclosures of the subject matter herein described made since the Effective Date until this NDA is terminated, which is mutual agreed in writing.

In consideration of the premises and covenants of this NDA, the parties hereby agree as follows:

1. Each party hereto desires to furnish to the other party certain information that the party furnishing such information regards as proprietary. Such information may include, but is not limited to, information of the disclosing party relating to products and product demonstrations, product configurations, audio technology, hardware design, software design, specifications, manufacturing processes, business strategies and plans, customer lists, business partners and research and development programs.
2. ("Confidential Information") Confidential Information may be furnished in any tangible or intangible form including, but not limited to, writings, drawings, presentations, computer tapes and other electronic media, samples, demonstrations, video and verbal communications.
3. All Confidential Information furnished pursuant to this NDA is done so solely for the purpose of evaluation of each party's potential interest in mutual business development. No other right, license or authorization, express or implied, to use is granted and each party agrees to be so limited with respect to all Confidential Information hereby received. All right, title, and interest in the Confidential Information shall remain that of the disclosing party.
4. Each party agrees not to disclose Confidential Information received from the disclosing party to any third party nor use such Confidential Information for any purpose other than to evaluate its interest in the mutual business described above. The receiving party shall use the same degree of care in maintaining the confidentiality of the Confidential Information as it uses with respect to its own information that is regarded confidential and/or proprietary by such party, but in any case shall at least use reasonable care. Each party agrees that it will restrict the access of all Confidential Information to only those of its employees and consultants who have need to be informed of the Confidential Information for the purposes for which the Confidential Information is provided, which persons will be bound to the receiving party by an agreement or confidentiality that contains substantially the same obligations contained in this NDA.
5. The obligations of confidentiality and limitations of use shall continue beyond the termination of this NDA; provided, however, neither party shall be liable for any disclosure of Confidential Information or further restriction on use where:
 - a. the same information was in the public domain at the time it was disclosed or later comes within the public domain;
 - b. the same information was known to the receiving party at the time of its disclosure;
 - c. the same information is approved for release by written authorization of the disclosing party;
 - d. the same information becomes known to the receiving party from a source other than the disclosing party without breach of an obligation of confidentiality;
 - e. the same information is disclosed to one or more third parties by the disclosing party without restriction;
 - f. the same information is independently developed by employees or representatives of the receiving party without access to the Confidential Information.
6. Each party agrees that it will make no copies of any Confidential Information received from the other party without the receiving party having first obtained the written authorization for such copies from the disclosing party. Upon request by the disclosing party, all items of Confidential Information shall be returned to the disclosing party.



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7. Each party agrees that it shall not attempt to nor knowingly export or re-export Confidential Information of the disclosing party to any country without first having obtained all necessary approvals thereof.
8. Each party agree not to employ or solicit, the employment of, directly or indirectly, the other party's employee during the validity of this Agreement and two years after the termination of this Agreement, unless mutually agreed in writing otherwise.
9. Any confidential Information disclosed by the disclosing party shall be true, or shall be supported by substantial research reports or investigative reports or other support materials, and may not involve any false or misleading facts, information or interpretations to the best of the disclosing party's knowledge and belief.
10. In case a third party asserts that the receiving party has violated laws or regulations, or has infringed on the rights or interests of such third party or claims compensation therefore from the receiving party, because the receiving party has planned, designed or executed its public relations service based on the Confidential Information provided by the disclosing party, the disclosing party agrees to hold the receiving party harmless.
11. The interpretation of this Agreement shall be in accordance with the laws of Taiwan, Republic of China (R.O.C.)
12. In any controversy, claim, or dispute arising our of, or relating to this Agreement or the method or manner of performance thereof or the breach thereof, the prevailing party shall be entitled to and shall be awarded a reasonable sum to cover litigation expenses.
13. Should any portion of this Agreement be deemed invalid or unenforceable by a court of law or arbitrating panel, all remaining portions of this Agreement shall remain in full force and effect. This NDA constitutes the entire understanding between the parties as to the Confidential Information. No amendment or modification of the NDA shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized representatives.

For Optima International Inc.

For: _____

Signature:

Signature: _____

Name:

Name: _____

Title:

Title: _____

Date:

Date: _____

Please Fax to Optima: +886-2-8665-0296