

NTI COMODO INC. MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“Agreement”) is effective as of _____ (the “Effective Date”), by and between NTI COMODO INC, (“NTI”) also known as OpenCast and the company listed on the signature page of this Agreement (“Company”) for the purpose of protecting and preserving the confidential and/or proprietary nature of information to be disclosed or made available by each party to the other under this Agreement. Accordingly, the parties agree as follows:

1. Confidential Information. “Confidential Information” means all information, whether written or oral, and in any form, relating to either party’s business or technology which is disclosed by such party either directly or indirectly to the other party, including, without limitation, engineering documents, research and development, manuals, reports, designs, drawings, plans, flowcharts, software (in source or object code), program listings, data file printouts, processes, prices, product information, new product plans, sales and marketing plans and/or programs, pricing information, customer lists and other customer information, financial information, employee files or other employee information.

Confidential Information, if disclosed in written or material form, shall be marked or identified as “confidential” or “proprietary” or a similar designation or, if orally or visually disclosed, shall be identified as the “confidential” or “proprietary” information of the disclosing party at the time of disclosure and confirmed in writing within thirty (30) days after such oral or visual disclosure.

2. Restrictions on Use. The parties agree to use the Confidential Information received hereunder solely for the purpose of engaging in discussions regarding a potential business relationship. The recipient agrees to use the disclosing party’s Confidential Information only to the extent necessary to engage in such discussions.

3. Ownership of Confidential Information. All Confidential Information is, and shall remain, the property of the disclosing party. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein. A recipient acquires hereunder only a limited right to use the Confidential Information solely for the purpose set forth above, subject to the terms and conditions of this Agreement.

4. Obligation of Confidentiality. Each party agrees that, for a period of three (3) years from the date Confidential Information is disclosed, it shall use the same degree of care and means that it utilizes to

protect its own information of a similar nature, but in any event not less than reasonable care and means, to prevent the unauthorized use or the disclosure of such Confidential Information to third parties. The Confidential Information may be disclosed only to employees or contractors of a recipient with a “need to know” who are bound by confidentiality obligations substantially similar to those in this Agreement. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as stated hereunder.

5. Exceptions to Obligation of Confidentiality.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (i) now or hereafter, through no unauthorized act or failure to act on recipient’s part, in the public domain; (ii) known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (iii) hereafter furnished to the recipient by a third party as a matter of right and without restriction on disclosure; (iv) furnished to others by the disclosing party without restriction on disclosure; or (v) independently developed by the recipient without use of the disclosing party’s Confidential Information. Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the receiving party shall (a) assert the confidential nature of the Confidential Information to the agency; (b) immediately notify the disclosing party in writing of the agency’s order or request to disclose; and (c) cooperate fully with the disclosing party, at the disclosing party’s expense, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of

the compelled disclosure and protecting its confidentiality.

6. Term and Termination. Duration

This Agreement becomes effective as of the Effective Date and shall continue in effect for three (3) years thereafter. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Either party may also terminate this Agreement immediately by written notice to the other upon any breach by such party of any term or condition of this Agreement. The obligations of confidentiality set forth in Section 3 shall survive such expiration or any earlier termination.

Upon the written request of the other party, or upon the expiration or any earlier termination of this Agreement, each party shall promptly return all copies of the Confidential Information, in whatever form or media, to the disclosing party or, at the direction of such party, destroy the same. Each party shall certify in writing to the other such return or destruction within ten (10) days thereafter.

7. No Warranty. Neither party makes any warranty, express or implied, as to any Confidential Information that it may provide hereunder, including without limitation as to the accuracy of the Confidential Information, as to whether any new products will be produced as disclosed, or as to the availability of product(s) on any specific date.

8. No Obligation to Deal. The parties expressly agree that the providing of Confidential Information hereunder and discussions held in connection with the purpose set forth above shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other, to enter into any agreement regarding such purpose, or to take, continue or forego any action relating to such purpose.

9. Severability; Waiver. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or contrary to public policy

or otherwise unenforceable, such invalid or unenforceable part shall be deemed modified or eliminated to the extent which, in the court's opinion, is necessary to make the remaining part(s) enforceable. The waiver by a party of any right hereunder will not be considered a waiver thereof unless expressly waived in a writing signed by the waiving party. No single waiver will be considered a continuing or subsequent waiver.

10. Equitable Remedies; Attorney's Fees. The parties agree that there is no adequate remedy at law for any breach of the obligations hereunder and upon any such breach or any threat thereof by either party the other shall be entitled to appropriate equitable relief, including injunctive relief in addition to whatever other remedies it might be entitled. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and related expenses from the other party.

11. Miscellaneous. This Agreement will be construed and interpreted under the laws of the State of SEOUL Korea, excluding (i) its conflict of laws rules and (ii) the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby agree that the exclusive venue for any dispute under this Agreement will be the state and federal courts located in Seoul KOREA, and each party hereby consents to personal jurisdiction in such courts and waives any objections to such venue. If any provision of this Agreement, or portion thereof, is found to be unenforceable, such provision will be enforced to the maximum extent possible and the remainder of this Agreement will continue in full force and effect. This is the entire agreement between Company and NTI COMODO INC with respect to the Confidential Information and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and may only be modified in writing executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives effective as of the Effective Date.

NTI COMODO, Inc. on behalf of OpenCast

COMPANY.

Signature: _____

Signature:

Name: _____

Name:

Title: _____

Title:

Date: _____

Date:

Address:
Rm#502, Kangyong B/D, 3227
Sungnam-dong, Cheungwon-Ku, Sungnam-si
Kyunggi-Do, KOREA [462-827]

Address: