



RESON Inc.
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BILATERAL NONDISCLOSURE AGREEMENT

THIS BILATERAL NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of 4 March 2011 ("Effective Date"), between **RESON Inc., located at 100 Lopez Road, Goleta, CA 93117 USA, ("RESON")** and **MONTEREY BAY AQUARIUM RESEARCH INSTITUTE ("Company"), 7700 Sandholdt Road, Moss Landing, CA 95039-9644, USA**

NOW THEREFORE, RESON and Company hereby agree as follows:

- 1 **Purpose.** RESON and Company wish to explore a business opportunity between RESON and Company, **specifically for 7K AUV Development and Discussion and general 7K platform discussions.** In connection with Program, RESON may disclose to Company certain confidential, technical and business information which RESON desires Company to treat as confidential, and Company may disclose to RESON certain confidential, technical and business information which Company desires RESON to treat as confidential.
- 2 **"Confidential Information"** shall include but is not limited to any information disclosed by either party, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation, documents, prototypes, samples and the Discloser's plant and equipment. Confidential Information may also include information disclosed to either party by third parties. Tangible materials that disclose or embody Confidential Information shall be marked by Discloser as "Confidential," "Proprietary" or the substantial equivalent thereof. Confidential Information that is disclosed orally, visually shall be identified by the Discloser as confidential at the time of disclosure.
- 3 **Non-use and Non-disclosure.** Receiver agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Company and RESON. Receiver agrees not to disclose any Confidential Information to third parties or to employees of receiving company, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship between Company and RESON for the Program. Receiver shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Discloser's Confidential Information and which are provided to Receiver hereunder.
- 4 **Maintenance of Confidentiality.** Receiver agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Receiver shall not make any copies of Confidential Information unless the same are previously approved in writing by Discloser. Receiver shall immediately notify Discloser in the event of any unauthorized use or disclosure of the Confidential Information.
- 5 **No Obligation.** Nothing herein shall obligate RESON or Company to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity for the Program.
- 6 **Release of Information.** Receiver shall not disclose any information concerning the Program for distribution through any communications media without the other party's prior written approval (which shall not be unreasonably withheld). The Receiver shall refer to RESON any enquiries from any media concerning the Program. Any information concerning the Program for distribution through any communications media shall give each party due credit for their contributions.
- 7 **Limitation of Obligations.** The obligations and restrictions as stated herein shall not apply to any of the information which the Receiving Party can show:
 - 7.1 is in the legal unrestricted possession of the Receiving Party at the time of disclosure hereunder, or
 - 7.2 is already or hereafter becomes available to the public otherwise than through the fault or negligence of the Receiving Party or a Third Party, or
 - 7.3 is lawfully obtained by the Receiving Party from a third party with full rights of disclosure and without similar obligations of confidence, or
 - 7.4 is independently developed by or for the Receiving Party without reference to Confidential Information disclosed hereunder.
- 8 **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.



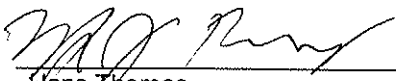
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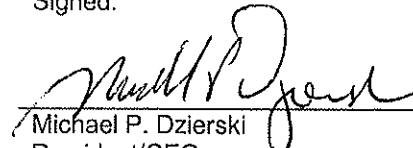
- 9 Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiver shall be and remain the property of Discloser and shall be promptly returned to Discloser upon Discloser's request or upon the termination of this Agreement.
- 10 No License. Nothing in this Agreement is intended to grant any rights to Receiver under any intellectual property, including but not limited to patents, mask work rights, trademarks or copyrights of Discloser or any third party, nor shall this Agreement grant Receiver any rights in or to Confidential Information except as expressly set forth herein.
- 11 Term. This Agreement shall terminate three (3) years after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. The Receiver's obligations under this Agreement shall survive termination of the Agreement and shall be binding upon Receiver's heirs, successors and assigns. The Receiver's obligations hereunder shall continue in full force and effect for three (3) years from the date of disclosure of any such Confidential Information, or until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiver.
- 12 Remedies. Receiver agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Discloser, entitling Discloser to obtain injunctive relief in addition to all legal remedies.
- 13 Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of State of California USA, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

Signed:

Signed:


Hans Thomas
~~Software Engineer~~ *Adv. Supp.* *HT*


Michael P. Dzieriski
President/CEO

For And On Behalf Of:
Monterey Bay Aquarium Research Institute

For And On Behalf Of:
RESON Inc.

3/7/2011
Date

3/4/11
Date


DAVID CARLESS