

VERTEX OPTICS, INC.
VISITOR NON-DISCLOSURE AGREEMENT

1. **Background & Purpose; Effective Date.** The visitor (“Visitor”) desires to gain entrance to the Vertex Optics, Inc.’s (the “Company”) premises and the Visitor may learn or otherwise obtain certain of the Company’s Confidential Information (as defined in Section 2.1 below) in the course of the Visitor’s physical access to the Company’s premises or other discussions or dealings with, or physical or electronic access to the premises of, the Company and the Company desires to maintain the confidential and secret status of its Confidential Information. For purposes of this Agreement, the term “Effective Date” means the date the Visitor enters the Company’s premises.

2. **Confidentiality.**

2.1 **Definition of Confidential Information.** For purposes of this Agreement, the term “Confidential Information” means any and all information in any form or of any type, no matter the medium, whether tangible or intangible, and whether stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing (including, without limitation, all oral and visual information), of, about, or relating to the Company existing as of the date of this Agreement or thereafter created, including, without limitation: (a) any information pertaining to the Company’s products, product materials and components, services, research and development, prototypes, devices, work in process, apparatuses, existing and proposed projects and investments, business and marketing plans and strategies, contracts, proposals, bids, market, sales, licensing, pricing, and cost information, data, budgets, forecasts, financial statements, financial information, customer, vendor, distributor, supplier, and other business affiliate lists, customers, vendors, distributors, suppliers, and other business affiliates and their identities, personnel information and capabilities, know-how, inventions, discoveries, ideas, concepts, improvements, patterns, plans, designs, drawings, engineering, configurations, compilations, processes, techniques, procedures, systems, methodologies, formulas, materials, technology, hardware, firmware (integrated circuits and microprocessors), algorithms, codes, source code, object code, computer software, computer programs, and trade secrets, patents, patent applications, copyrightable materials, and other intellectual property; (b) any information that the Company expressly designates, in writing or verbally, as confidential from time to time; (c) any information submitted to the Company by a third party that the Company is obligated to keep confidential; and (d) any other information of, about, or relating to the Company that was learned or otherwise obtained by the Visitor prior to the date of this Agreement or is learned or otherwise obtained by the Visitor in the course of the Visitor’s discussions or dealings with, or physical or electronic access to the premises of, the Company (whether before, on, or after the Effective Date of this Agreement).

2.2 **Information Not Considered Confidential Information.** Notwithstanding anything in Section 2.1 above to the contrary, information will not be considered Confidential Information to the extent that it: (a) is or becomes part of the public domain without breach of this Agreement; (b) is rightfully received without requirements of confidential treatment by the Visitor from a third party who did not acquire or disclose such information by a wrongful or tortious act or in violation of any agreement or other requirements of confidential treatment; (c) was lawfully in the Visitor’s possession without requirements of confidential treatment, as demonstrated by

written records, prior to the Visitor's receipt of such information from the Company; or (d) can be shown by documentation to have been developed by the Visitor without reference to any of the Company's Confidential Information.

2.3 Use and Disclosure of Confidential Information. The Visitor will not use the Company's Confidential Information for any purpose whatsoever or in any way that is detrimental to the Company, except in furtherance of any contract that is still in effect between the Company and the Visitor and/or employer of the Visitor. The Visitor will not reverse engineer any of the Company's Confidential Information. The Visitor will not, without the Company's prior written consent, directly or indirectly, disclose the Company's Confidential Information to any person or entity.

2.4 Disclosure Required by Law, Court Order, or Subpoena. If the Visitor becomes legally obligated to disclose any of the Company's Confidential Information under law, court order, or subpoena, the Visitor may disclose such Confidential Information as so required; provided, however, that before such disclosure the Visitor will give the Company prompt written notice of such obligation (which will include, without limitation, identification of the Company's Confidential Information to be so disclosed and a copy of the law, court order, or subpoena) to allow the Company to seek a protective order or other appropriate remedy to prevent or limit any such disclosure and, in the event that the Company cannot prevent the disclosure, the Visitor will disclose only such Confidential Information of the Company as the Visitor is legally required to disclose.

2.5 Duty to Protect Confidential Information. The Visitor acknowledges and understands that the Company's Confidential Information is confidential and proprietary to the Company, that it constitutes trade secrets of the Company, and that it is of great value and importance to the success of the Company. The Visitor will take all reasonable measures (including, without limitation, those measures that the Visitor uses to protect its own confidential information, which will be no less than reasonable care) to protect the secrecy of the Company's Confidential Information and to prevent the unauthorized, negligent, or inadvertent use or disclosure thereof. The Visitor will not in any manner copy or reproduce any portion of the Company's Confidential Information without the Company's prior written consent. The Visitor will promptly notify the Company in writing of any unauthorized, negligent, or inadvertent use or disclosure of the Company's Confidential Information. The Visitor will be liable under this Agreement for any use or disclosure of the Company's Confidential Information in violation of this Agreement, or any other breach of this Agreement, by the Visitor.

2.6 Duty to Cease Use and Disclosure of Confidential Information; Duty to Return Confidential Information. The Visitor will upon termination of this Agreement or upon demand by the Company, whichever is earlier, immediately: (a) cease all use and disclosure of the Company's Confidential Information otherwise permitted under this Agreement; (b) return to the Company any and all of the Company's Confidential Information (together with any copies, reproductions, summaries, compilations, and excerpts thereof), whether in tangible, electronic, or any other form whatsoever, in the Visitor's possession or within the Visitor's control; (c) destroy (or, in the case of electronic embodiments, permanently erase) all notes, memoranda, analyses, and other documents and materials concerning, or which incorporate or refer to, the Company's Confidential Information, whether in tangible, electronic, or any other form whatsoever, in the

Visitor's possession or within the Visitor's control; and (d) confirm to the Company in writing that the Visitor has complied with (a), (b), and (c) of this sentence.

2.7 Survival. Section 2 of this Agreement will survive the termination of this Agreement indefinitely.

3. No Rights Granted in Confidential Information or Other IP. The Visitor hereby agrees that all of the Company's Confidential Information is and will be the sole and exclusive property of the Company. Nothing in this Agreement will, nor is intended to, grant to the Visitor any right, title, or interest in or to: (a) any of the Company's Confidential Information other than the limited right to use and disclose such Confidential Information pursuant to the terms of this Agreement; or (b) any patent, trademark, copyright, trade secret, or other intellectual property right of the Company. Without limiting the generality of the foregoing, the Visitor will not use any of the Company's trademarks or other intellectual property without the Company's prior written consent. This Section will survive the termination of this Agreement indefinitely.

4. Non-Disparagement. At all times during and after the Term of this Agreement, the Visitor will refrain from making any statement (including, without limitation, to any customer, vendor, distributor, supplier, or other business affiliate of the Company or any prospective customer, vendor, distributor, supplier, or business affiliate of the Company, or to any person now or hereafter employed by or affiliated with the Company), whether oral or written, which disparages the Company or its present or former owners, members, managers, partners, stockholders, directors, officers, employees, independent contractors, investors, agents, clients, customers, vendors, distributors, suppliers, other business affiliates, products, services, successors, or assigns. This Section will survive the termination of this Agreement indefinitely.

5. Injunctive Relief. The Visitor hereby acknowledges and agrees that: (a) its obligations set forth in this Agreement are necessary and reasonable to protect the Company; and (b) any breach or threatened breach of this Agreement by the Visitor will cause irreparable damage to the Company and that in the event of such breach or threatened breach the Company will have, in addition to any and all other remedies at law or in equity, the right to an injunction, restraining order, or other equitable relief in favor of the Company, without the necessity of posting bond, restraining the Visitor from committing or continuing to commit any such breach or threatened breach. Any right of the Company to obtain an injunction, restraining order, or other equitable relief will not be deemed a waiver of any right to assert any other remedy that may be available to the Company in law or in equity (including, without limitation, monetary damages). The Visitor hereby authorizes the Company to notify any person or entity about the Company's obligations under this Agreement. This Section will survive the termination of this Agreement indefinitely.

6. Representations and Warranties of Visitor. The Visitor represents and warrants to the Company that: (a) if the Visitor is an entity rather than a person, then the Visitor is duly organized, validly existing, and in good standing in the Visitor's state of organization; (b) this Agreement is a valid and binding obligation of the Visitor and is enforceable against the Visitor in accordance with its terms; and (c) the Visitor is not a party to or subject to any agreement, judgment, decree, or order that would directly or indirectly affect the Visitor's ability to enter into or perform its obligations under this Agreement. This Section will survive the termination of this Agreement indefinitely.

7. **Term; Termination.** This Agreement will begin on the Effective Date and will continue until terminated as hereinafter provided (the “Term” of this Agreement). Either Party may terminate this Agreement for convenience by giving the other party 30 days prior written notice.

8. **Miscellaneous Provisions.**

8.1 **Enforcement of the Agreement.** If the Company hires an attorney and/or commences legal proceedings to enforce the provisions of this Agreement, then the Company will be entitled to recover reasonable attorneys’ fees and disbursements, court costs, expenses of investigation, expert fees, and all other costs and expenses incurred by the Company in connection with such enforcement, provided that the Company is the prevailing party in any such action or proceeding. This Section will survive the termination of this Agreement indefinitely.

8.2 **Survival.** The provisions of this Agreement that by their terms or by their nature and content survive or are intended to survive the termination of this Agreement will so survive the termination of this Agreement.

8.3 **Assignment.** The Visitor will not assign this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the Company. Any proposed assignment in contravention of this Section will be null and void.

8.4 **Cumulative Remedies.** Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement or otherwise conferred upon or reserved to any Party are cumulative and not exclusive of any other rights or remedies which the Party otherwise has or would have under this Agreement or otherwise, and may be exercised singularly, successively, or together at the sole discretion of the Party as often as occasion may arise or as may be deemed expedient.

8.5 **Governing Law; Jurisdiction.** This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of New York, one of the United States of America, without regard to the principles of conflict of laws, and will be binding on the Parties in the United States and worldwide. Any suit or proceeding related to this Agreement will be commenced exclusively in the state or federal courts located in Monroe County, New York, and each Party irrevocably consents to the exclusive jurisdiction and venue of such courts. No local, general, or trade custom or usage or course of prior dealings between the Parties will be relevant to supplement any term used in this Agreement.

8.6 **Notices.** Any notice, consent, demand, or other communication required or permitted under this Agreement will be in writing, addressed to the Party that the same is directed using the address set forth in this Agreement (or such other address as the Party may designate by like notice from time to time), and deemed delivered to and received by the Party that the same is directed for all purposes as of the date that such notice is: (a) actually received by the Party that the same is directed, if delivered personally; (b) 1 business day after it was sent, if sent by reputable overnight courier service; or (c) 3 business days after it is deposited in a regularly maintained

receptacle for the deposit of U.S. mail, if sent by registered or certified U.S. mail, postage and charges prepaid.

8.7 Amendment. This Agreement may not be amended, changed, or modified, except in a written instrument signed by all of the Parties.

8.8 Severability. If any provision of this Agreement is finally determined to be unenforceable, invalid, or ineffective in any action, suit, or proceeding, such provision will be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The determination that any provision of this Agreement is unenforceable, invalid, or ineffective in any action, suit, or proceeding will not affect the enforceability of the remainder of this Agreement.

8.9 No Waiver. Failure on the part of any Party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of any right or power under this Agreement at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

8.10 Binding Effect. This Agreement is binding upon and will inure to the benefit of the Parties and their respective legal representatives, heirs, executors, successors, and permitted assigns.

8.11 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties and does not create or grant any right in a person or entity who is not party to this Agreement.

8.12 Headings. The headings in this Agreement are inserted as a matter of convenience only and will not be used to interpret or construe any provision of this Agreement.

8.13 Construction; General Interpretive Principles. Whenever the context may require, any pronoun used in this Agreement will include the corresponding masculine, feminine, or neuter forms and the singular of nouns, pronouns, and verbs will include the plural and vice versa. This Agreement shall not be construed against any Party by reason of the fact that the Party may be responsible for the drafting of this Agreement or any provision hereof. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) references in this Agreement to “Sections”, “paragraphs”, and other subdivisions without reference to a document are to designate Sections, paragraphs, and other subdivisions of this Agreement; (b) the words “herein”, “hereof”, “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular provision; and (c) the terms “include” and “including” will mean without limitation by reason of enumeration.

8.14 Incorporation by Reference. Every schedule, exhibit, appendix, and other attachment attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference.

8.15 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements relating thereto.