

29-2000 16:32 FROM: PROFESSOR CHANDLER 2022964098
DEC-28-00 FRI 10:25 AM LLNL IPAC
DEC-28-00 FRI 10:14 AM

TO: 101022016148647922 P: 3/5

FAX NO. 925+4238988

P. 02

FAX NO.

P. 01

LEADER TECHNOLOGIES LLC CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT is entered into by and between LEADER TECHNOLOGIES LLC, an Ohio Limited Liability Corporation headquartered at 921 Eastwind Drive, Suite 112, Westerville, OH 43081, ("LEADER") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, located at 1111 Franklin Street, Oakland, CA 94607 ("THE REGENTS"), under its Contract No. W-7405-ENG-48 with the U.S. DEPARTMENT OF ENERGY ("DOE"), as operators of the LAWRENCE LIVERMORE NATIONAL LABORATORY, located at 7000 East Avenue, Livermore, CA 94550-9234 ("LLNL").

LEADER will be furnishing LLNL with certain information which is either non-public, confidential or proprietary in nature. All information ascertained by or furnished to LLNL, its directors, officers, employees, agents or representatives, including without limitation attorneys, accountants, consultants and financial advisors (collectively, "representatives"), by LEADER or its representatives, and all analyses, compilations, data, studies or other documents prepared by LLNL or its representatives combining or based in whole or in part on any such furnished information or reflecting LLNL's review of, or interest in, LEADER is hereinafter referred to as the "Information." In consideration of LLNL being furnished with the Information, LLNL agrees that:

WHEREAS, LEADER and LLNL have agreed to exchange certain information which may include, but may not be limited to the existing and proposed financial, legal, marketing, and other business information pertaining to the parties and/or their affiliates in connection with past and future business activities and other opportunities; and

WHEREAS, as a condition to the furnishing of such information, LEADER and the LLNL are requiring that the other agree, as set forth below, to treat confidentially such information any other information (collectively, the "Confidential Information") furnished to the other or its directors, officers, employees, agents, advisors, affiliates, or representatives (collectively referred to as the "Representatives").

DEFINITIONS:

- Information or Confidential Information.** "Information" or "Confidential Information" includes without limitation trade secrets and other proprietary information which consists of, for example, and not intending to be all inclusive, (i) software (source and object code), algorithms, computer processing systems, techniques, methodologies, formulas, processes, compilations of information, drawings, proposals, case notes, reports, records, and specifications, and (ii) information concerning matters relating to the business of LEADER, any of its clients, vendors, vendors, client contacts, licenses, the prices it obtains or has obtained for the services of its officers, employees and staff, their work products and services, or any other information concerning the business of LEADER and LEADER's good will.
- Return of Material.** All information and confidential information including, without limitation, documents, disks or other computer media, or other material or information in its or her possession or under its or her control that (i) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and confidential information as set forth in the immediately preceding four paragraphs; or (ii) connected with or derived from LEADER or its business associates.

NOW THEREFORE, the Parties further agree as follows:

- The Information will be kept confidential and will not, without the prior written consent of LEADER be disclosed by LLNL or its representatives, in any manner whatsoever, in whole or in part, and will not be used by LLNL or its representatives directly or indirectly for any purpose other than evaluating the business relationship referred to above, who are informed by LLNL of the confidential nature of the Information and who agree to be bound by the terms of this Agreement. LLNL agrees to notify LEADER as to the identity of such representatives prior to any dissemination of Information and to obtain

Confidential

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P. 03

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P. 02

LEADER TECHNOLOGIES LLC CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

LEADER's consent to such disclosure due to the highly sensitive market nature of said information. LLNL will be responsible for any breach of this Agreement by its representatives. LLNL also agrees to abide by applicable law with respect to disclosure of personnel records and the right to privacy.

2. Neither party hereto nor its representatives will, without the prior written consent of the other party, disclose to any other person the fact that the information has been made available, that discussions or negotiations are taking place concerning a possible business relationship involving LEADER or any other terms, conditions or other facts with respect to any such possible business relationship, including the status thereof, except as required by law or by the rules of any recognized stock exchange and then, if circumstances permit, only with prior written notice as soon as possible to such other party. If circumstances make it impossible to give such prior written notice, then any disclosure made shall be no more extensive than is necessary to meet the minimum requirement imposed on the party making such disclosure.
3. The information, and all copies thereof, except for that portion of the information which consists of analyses, compilations, data, studies or other documents prepared by LLNL or its representatives will remain the absolute property of LEADER and will be returned without retaining any copies thereof to LEADER immediately upon LEADER's request. That portion of the information which consists of analyses, compilations, data, studies or other documents prepared by LLNL will be immediately destroyed at the request of LEADER and such destruction will be confirmed to LEADER in writing.
4. This Agreement shall be inoperative as to such portions of the information which (i) are or become generally available to the public other than as a result of an unauthorized disclosure by LLNL or its representatives; (ii) become available to LLNL on a non-confidential basis from any source excluding LEADER or its representatives, which source has represented to LLNL (and which LLNL has no reason to disbelieve after due inquiry) is entitled to disclose it; (iii) was known to LLNL on a non-confidential basis prior to its disclosure to LLNL by LEADER or one of its representatives.
5. LLNL understands that LEADER has endeavored to include in the information those materials which are believed to be reliable and relevant for the purpose of its evaluation, but LLNL acknowledges that neither LEADER nor any of its representatives makes any representations or warranty as to the accuracy or completeness of the information. LLNL agrees that neither LEADER nor any of its representatives shall have any liability to LLNL or to any of its representatives as a result of the use of the information by LLNL or its representatives, it being understood that only those particular representations and warranties which may be made in any definitive agreement, when, as and if executed, and subject to such limitations and restrictions as may be specified in such definitive agreements, shall have any legal effect.
6. In the event that LLNL or anyone to whom LLNL transmits the information pursuant to this Agreement are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to disclose any of the information, LLNL will provide LEADER with prompt written notice so that LEADER may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement. In the event that such protective order or other remedy is not obtained, or the LEADER waives compliance with the provisions of this Agreement, LLNL will furnish only that portion of the information which is legally required.
7. It is further understood and agreed that LLNL will not directly contact employees of LEADER in connection with the information or a potential business relationship involving LEADER without prior authorization of Michael T. McKibben, Chairman and CEO of LEADER.

Confidential

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FAX NO. 825+4238988

P. 04

FAX NO.

P. 03

**LEADER TECHNOLOGIES LLC
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

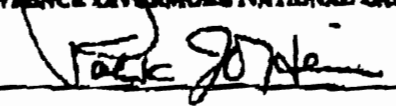
8. It is further understood and agreed that no failure or delay by LEADER in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
9. This Agreement constitutes the entire agreement between the parties concerning its subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party. The parties agree to comply strictly with all applicable export control laws and regulations. Any action related to this Agreement will be governed by Ohio law.

Please return a signed copy of this document to:

LEADER TECHNOLOGIES LLC
ATTN: Michael T. McKibben
921 Eastwind Drive
Suite 118
Westerville, OH 43081

CONFIRMED AND AGREED TO BY:

REGENTS OF THE UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY

By: 

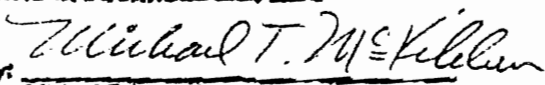
Name: Janet O. Tulk

Title: Laboratory Counsel

27th Day of Dec, 2000

Made by:

LEADER TECHNOLOGIES LLC

By: 

Michael T. McKibben
Chairman and CEO

11 Day of January, 2001

Confidential

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0308-0103

DEC-29-00 FRI 10:25 AM LLNL IPAC
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Exhibit
(A)

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WHEREAS, LEADER and LLNL have agreed to exchange certain information which may include, but may not be limited to the existing and proposed financial, legal, marketing, and other business information pertaining to the parties and/or their affiliates in connection with past and future business activities and other opportunities; and

WHEREAS, as a condition to the furnishing of such information, LEADER and the LLNL are requiring that the other agree, as set forth below, to treat confidentially such information any other information (collectively, the "Confidential Information") furnished to the other or its directors, officers, employees, agents, advisors, affiliates, or representatives (collectively referred to as the "Representatives").

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- Return of Material.** All information and confidential information including, without limitation, documents, disks or other computer media, or other material or information in its or her possession or under its or her control that (i) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and confidential information as set forth in the immediately preceding four paragraphs; or (ii) connected with or derived from LEADER or its business associates.

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2. Neither party hereto nor its representatives will, without the prior written consent of the other party, disclose to any other person the fact that the information has been made available, that discussions or negotiations are taking place concerning a possible business relationship involving LEADER or any other terms, conditions or other facts with respect to any such possible business relationship, including the status thereof, except as required by law or by the rules of any recognized stock exchange and then, if circumstances permit, only with prior written notice as soon as possible to such other party. If circumstances make it impossible to give such prior written notice, then any disclosure made shall be no more extensive than is necessary to meet the minimum requirement imposed on the party making such disclosure.
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4. This Agreement shall be incorporative as to such portions of the information which (i) are or become generally available to the public other than as a result of an unauthorized disclosure by LLNL or its representatives; (ii) become available to LLNL on a non-confidential basis from any source excluding LEADER or its representatives, which source has represented to LLNL (and which LLNL has no reason to disbelieve after due inquiry) is entitled to disclose it; (iii) was known to LLNL on a non-confidential basis prior to its disclosure to LLNL by LEADER or one of its representatives.
5. LLNL understands that LEADER has endeavored to include in the information those materials which are believed to be reliable and relevant for the purpose of its evaluation, but LLNL acknowledges that neither LEADER nor any of its representatives makes any representations or warranty as to the accuracy or completeness of the information. LLNL agrees that neither LEADER nor any of its representatives shall have any liability to LLNL or to any of its representatives as a result of the use of the information by LLNL or its representatives, it being understood that only those particular representations and warranties which may be made in any definitive agreements, when, as and if executed, and subject to such limitations and restrictions as may be specified in such definitive agreements, shall have any legal effect.
6. In the event that LLNL or anyone to whom LLNL transmits the information pursuant to this Agreement are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the information, LLNL will provide LEADER with prompt written notice so that LEADER may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement. In the event that such protective order or other remedy is not obtained, or the LEADER waives compliance with the provisions of this Agreement, LLNL will furnish only that portion of the information which is legally required.
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**LEADER TECHNOLOGIES LLC
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

7. It is further understood and agreed that no failure or delay by LEADER in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
9. This Agreement constitutes the entire agreement between the parties concerning its subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party. The parties agree to comply strictly with all applicable export control laws and regulations. Any action related to this Agreement will be governed by Ohio law.

Please return a signed copy of this document to:

LEADER TECHNOLOGIES LLC
Attn: Michael T. McKibben
921 Eastwind Drive
Suite 118
Westerville, OH 43081

CONFIRMED AND AGREED TO BY:

REGENTS OF THE UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY

By: *Janet O. Tulk*
Name: Janet O. Tulk
Title: Laboratory Counsel

27th Day of Dec, 2000

Made by:

LEADER TECHNOLOGIES LLC

By: *Michael T. McKibben*
Michael T. McKibben
Chairman and CEO

11 Day of January, 2000

*Has signature was
signed 11-16-01*

*Law Martin was
(individually)*

*Richard D. Keith, LNL
(as individual)*

*Douglas Coffey
(as an individual)*

Exhibit

(B)

**ADDENDUM NO. 1 TO
LEADER TECHNOLOGIES LLC
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
DATED DECEMBER 27, 2000 WHICH IS HEREBY INCORPORATED TH
THOUGH ORIGINALLY MADE PART THEREOF UPON EXECUTION HI
THE PARTIES HEREIN AS SET OUT BELOW**

This Agreement, effective on the date the last party signs, is made by and between LEADER TECHNOLOGIES, LLC ("LEADER") located at Spectrum Commerce Center, 921 Eastwind Drive, Suite 118, Westerville, OH 43081 and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, located at 1111 Franklin Street, Oakland, CA 94607 ("THE REGENTS"), under its Contract No. W-7405-ENG-48 with the U.S. DEPARTMENT OF ENERGY ("DOE"), as operators of the LAWRENCE LIVERMORE NATIONAL LABORATORY, located at 7000 East Avenue, Livermore, CA. 94550 ("LLNL"), hereinafter collectively the "PARTIES."

WHEREAS, LEADER wished to receive and THE REGENTS wish to furnish certain confidential and proprietary information relating to smart camera technology and applications ("PROPRIETARY INFORMATION"), this Agreement will govern the conditions of disclosure of PROPRIETARY INFORMATION by THE REGENTS.

The PARTIES hereby agree:

1. To perform all terms of this Agreement and to maintain the PROPRIETARY INFORMATION in confidence, giving it the same degree of care, but no less than a reasonable degree of care, as the PARTIES exercise with its own proprietary information to prevent its unauthorized disclosure;
2. To use the PROPRIETARY INFORMATION solely for the purpose of evaluation, testing and development of potential collaborations, joint ventures, and/or license of the technology;
3. That the PARTIES will not, without the prior written consent of THE REGENTS, LEADER, or DOE respectively, as owners, disclose any portion of the PROPRIETARY INFORMATION to others except to their employees, agents, consultants, subcontractors or Government personnel having a need to know in order to accomplish the sole purpose stated above, and who are bound by a like obligation of confidentiality under this Agreement;
4. That the PARTIES will not have any obligation to each other or assume any liability with respect to any portion of the PROPRIETARY INFORMATION that:
 - a. A recipient can demonstrate by written record was previously known to them;
 - b. Is, or becomes, available to the public through no fault of a recipient;
 - c. Is lawfully obtained by a recipient from a third party and is not subject to an obligation of confidentiality owed to the other PARTIES;
 - d. Is independently developed by or for the RECIPIENT independent of any disclosure hereunder.
5. That PROPRIETARY INFORMATION disclosed by the PARTIES will be in writing and clearly marked "PROPRIETARY INFORMATION" or its equivalent. If such PROPRIETARY INFORMATION is initially disclosed orally or by demonstration, it will be identified as PROPRIETARY INFORMATION or its equivalent at the time of disclosure. The PARTIES will, within thirty (30) days thereafter: (a) reduce such PROPRIETARY INFORMATION to writing or other tangible form, referencing the date and type of PROPRIETARY INFORMATION disclosed, and

BBS

**ADDENDUM NO. 1 TO
LEADER TECHNOLOGIES LLC
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
DATED DECEMBER 27, 2000 WHICH IS HEREBY INCORPORATED THEREIN AS
THOUGH ORIGINALLY MADE PART THEREOF UPON EXECUTION HEREOF BY
THE PARTIES HEREIN AS SET OUT BELOW**

mark it as PROPRIETARY INFORMATION or its equivalent; and (b) deliver a copy to the receiving PARTY. All protections and restrictions as to use and disclosure will apply during such thirty (30) day period.

6. That all rights and title to the PROPRIETARY INFORMATION disclosed under this Agreement will remain the property of THE REGENTS unless otherwise agreed to in writing by the PARTIES.
7. The PARTIES agree that any photocopy or facsimile copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing the original signature of the PARTIES.

Technical Contact for Recipient:

Name: Michael T. McKibben
Chairman and CEO
Company: Leader Technologies, LLC
Address: Spectrum Commerce Center
921 Eastwind Drive, Suite 118
Westerville, OH 43081
Phone: (614) 890-1986
Fax: (614) 864-7922

Technical Contact for LLNL:

Name: Doug Coffland
Company: Lawrence Livermore
National Laboratory
Address: 7000 East Avenue
P.O. Box 808, L-385
Livermore, CA 94550
Phone: (925) 423-7867
Fax: (925) 433-4451

It is further agreed that the furnishing of PROPRIETARY INFORMATION does not constitute any grant of license to the parties for any legal rights now or hereinafter held by LEADER, REGENTS.

This Agreement will be subject to, and interpreted in accordance with, the laws of the State of California.

This Agreement will remain in effect for two (2) year(s) from the effective date first written above, at which time the PARTIES will return or destroy the PROPRIETARY INFORMATION within thirty (30) days of the termination of this Agreement. If the PROPRIETARY INFORMATION is destroyed, a certificate of destruction must be furnished to each PARTY by the other PARTY within the thirty (30) days. The secrecy and non-use obligations of the PARTIES set forth above will remain in effect for five (5) years from the effective date of this agreement.

The PARTIES acknowledge their respective obligations to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such laws and Regulations with regard to any technical data received under this Agreement.

**ADDENDUM NO. 1 TO
LEADER TECHNOLOGIES LLC
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
DATED DECEMBER 27, 2000 WHICH IS HEREBY INCORPORATED THEREIN AS
THOUGH ORIGINALLY MADE PART THEREOF UPON EXECUTION HEREOF BY
THE PARTIES HEREIN AS SET OUT BELOW**

Any modification to this Agreement must be in writing and signed by the duly authorized representative of each party.

LEADER TECHNOLOGIES, LLC.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
LAWRENCE LIVERMORE NATIONAL LABORATORY

By: B. S. Zacks
(signature)

By: Kathryn Roubert
(signature)

Name: BENJAMIN S. ZACKS
(please print)

Name: Kathryn Roubert
(please print)

Title: VICE CHAIRMAN

Title: Associate Laboratory Counsel

Date: 11/16/01

Date: 10/19/01

RETURN TO: Lawrence Livermore National Laboratory
ATTN: Terry Contreras
7000 East Avenue
P.O. Box 808, L-795
Livermore, CA 94550

cc: Kevin O'Brien, L-795
Doug Coffland, L-383