

## SECRECY DECLARATION

**Bolson Materials International Corp**, a corporation established and existing under the laws of Canada and having its principle office at 132 Heritage Court, 150 Chippewa Road, Sherwood Park, Alberta T8A 6A2, Canada ("BOLSON") hereby declares vis-à-vis

**The Nippon Synthetic Chemical Industry Co., Ltd.**, a corporation established and existing under the laws of Japan and having its principle office at Umeda Sky Bldg., 1-88 Oyodonaka 1-chome, kita-ku, Osaka 531-0076, Japan ("NSC") and **Soarus L.L.C.**, 3930 Ventura Drive, Suite 355, Arlington Heights, Illinois, 60004, (hereinafter referred to as "SOARUS") (NSC and SOARUS collectively referred to as "NIPPON") that BOLSON accepts the following terms and conditions, under which NIPPON will disclose to BOLSON the NIPPON's proprietary confidential information ("Confidential Information") relating to Nichigo G-polymer ("NEW POLYMER"), and samples of the NEW POLYMER (the "Samples") to the extent NIPPON deems necessary for internal evaluation as using for development or improvement of *Rapid Prototyping Materials* by BOLSON (the "Evaluation").

1. BOLSON shall not use the Samples and/or Confidential Information for any purpose other than the Evaluation.
2. BOLSON shall hold in the strictest confidence the Samples, Confidential Information and the results of the Evaluation, taking all reasonable measures to ensure the confidentiality and limitations on use.
3. BOLSON shall limit disclosure of the Samples, Confidential Information and results of the Evaluation to only those officers, directors and employees who have a need to know in the Evaluation and have undertaken to comply with the confidentiality obligations provided for in this declaration.
4. BOLSON's obligations to maintain confidentiality shall not apply to any Confidential Information, which BOLSON can demonstrate:
  - (a) at the time of disclosure is in the public domain; or
  - (b) after disclosure becomes part of the public domain, by publication or otherwise, through no fault of BOLSON; or
  - (c) at the time of disclosure is already in BOLSON's possession, and such possession can be demonstrated in writing by BOLSON; or
  - (d) is subsequently made available to BOLSON by an independent third party; provided, however, that the third party has a lawful right to make a such disclosure and that such Confidential Information was not obtained pursuant to a confidentiality agreement by said third party, directly or indirectly; or
  - (e) is required by law or judicial decree to be disclosed though if so obligated, BOLSON shall notify NIPPON of such obligations so that NIPPON may make known to said government body or court the proprietary nature of the

Confidential Information and make any applicable claim of confidentiality with respect thereto.

5. BOLSON shall not analyze the Samples (to identify its chemical structure and/or composition).
6. BOLSON shall not file any application for a patent or other intellectual property using any piece of the Confidential Information or the results of the Evaluation without prior written consent of NIPPON.
7. Upon completion of the Evaluation or upon NIPPON's request at any time, BOLSON shall, at the discretion of NIPPON, return to NIPPON or destroy, with its written certification, any and all unused Samples, if any, and the Confidential Information and the results of the Evaluation, including copies thereof.
8. The Confidential Information and Samples shall remain the property of NIPPON.
9. No right or license is granted by NIPPON to BOLSON hereunder or by the disclosure of the Samples and Confidential Information.
10. Bolson is free to patent and protect any new discoveries using G-Polymer in the specific area of Fused Deposition Method Rapid Prototyping Equipment and Methods.

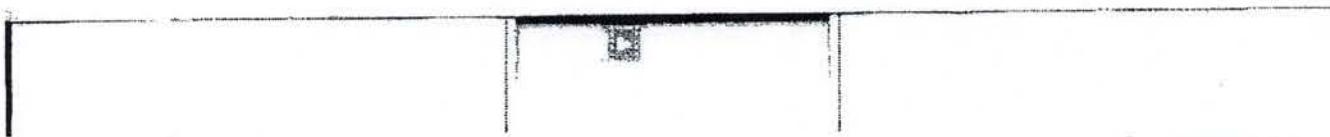
**Bolson Materials International Corp**

By T. Hearn  
Name Tim Hearn  
Title MGR / DIRECTOR

Date July 23/09

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