



**Mutual Confidentiality and Non Disclosure Agreement**

This Agreement made as of this day of \_\_\_\_\_ by and between

**Telit Wireless Solutions Inc.**, a corporation organized and existing under the laws of Delaware, with registered office in 3131 RDU Center Drive, Suite 135, Morrisville, North Carolina, 27560, (hereinafter referred to as "Telit")

And

\_\_\_\_\_ a \_\_\_\_\_ corporation with a principal business address of \_\_\_\_\_ (which hereinafter referred as "**Company**").

**Whereas:**

- a. Telit and Company are entering into this agreement on their own interest as well as in the interest and on behalf of all the other companies belonging to the Telit Group and to the Company Group, thus including all the entities currently controlling, controlled by or under common control with respectively Telit and the Company and all the entities that will be established during the term of this agreement;
- b. Telit is in the business of developing, manufacturing, marketing and distributing wireless modules and wireless information devices;
- c. Company is in the business of \_\_\_\_\_

- d. Telit and Company would like to exchange certain information regarding discussions for evaluating a possibility of \_\_\_\_\_

(the "Purpose"), which may be considered trade secret, proprietary, confidential and/or sensitive information of each party and/or their respective subsidiaries and affiliates ("Confidential Information" as defined below in paragraph f).

- e. throughout this Agreement each party shall be referred to as the "Disclosing Party" in the context of it disclosing, or permitting access to its Confidential Information and as the "Reviewer " when it acquires, or is in possession of, the other party's Confidential Information;
- f. the Confidential Information is information relating to the Disclosing Party's business, or to the businesses of its affiliates, associates and/or other related entities ("**Related Entities**") or customers, suppliers and other business partners ("**Business Partners**") that is not available to the general public including, without limitation, trade secrets, financial, corporate, marketing, product, research, technical, computer programs, source codes, object codes, software, reports, know-how, manufacturing and/or personnel information and any other information, in whatever form or media, specifically identified by the Disclosing Party as confidential at the time of its disclosure, or the nature of which is such that it would generally be considered confidential in the industry in which the Disclosing Party does business;
- g. the disclosure of any of the Confidential Information to third parties by The Reviewer would cause harm to the Disclosing Party, its Related Entities and/or Business Partners.

**Now, therefore,** to ensure the protection of such Confidential Information and in consideration of the agreement to exchange information, the parties agree as follows:

1. **Confidential Information Marking.** All written Confidential Information shall be marked "confidential", "proprietary" or the substantial equivalent, and any oral information which is intended to be Confidential Information shall be identified by the Disclosing Party as Confidential Information at the

time of such disclosure. If a party discloses proprietary and confidential information orally, then the disclosing party shall endeavor to reduce it to writing and mark it as such within thirty (30) days of the disclosure.

2. **Disclosure.** Reviewer agrees to treat all of the Confidential Information in strict confidentiality and not to disclose Confidential Information whether furnished on or after the date of this Agreement. Furthermore, Reviewer agrees that it will not, without the express written consent of the Disclosing Party, disclose, reveal, or communicate all or any portion of the Confidential Information to any person or entity other than its authorized employees, officers, and/or directors who have a specific need to know such Confidential Information for the purpose of evaluating any proposed business arrangement (hereinafter: “**the Representatives**”). If Reviewer wishes to disclose, reveal, or communicate any portion of the Confidential Information to any other party than the above mentioned, it shall have to receive the Disclosing Party’s written consent to such a disclosure and Reviewer undertakes to make sure that such a party shall sign a similar confidential and non-disclosure agreement with the Disclosing Party.

3. **Exclusions - Information not Protected.** The Term “Confidential Information” does not include information which

- 3.1 is already known to the Reviewer free of any confidentiality obligation at the time it is obtained;
- 3.2 is or becomes publicly known through no wrongful act of the Reviewer;
- 3.3 is rightfully received by the Reviewer from a third party without restriction and without breach of this Agreement;
- 3.4 is independently developed by the Reviewer, which can be demonstrated by written record.
- 3.5 Approved for unlimited release or use by written authorization of the Disclosing Party or released by the Disclosing Party without restrictions to any person or entity that is not a Party hereinto;

4. **Use of Confidential Information.** Reviewer shall use the Confidential Information solely to fulfill the Purpose, and shall not, either directly or indirectly, use any of the Confidential Information for any other reason or in any other manner. Reviewer agrees that it will not use the Confidential

Information in any way detrimental to the Disclosing Party

5. **Safeguard.** The Reviewer and its Representatives will use the same safeguards as they use to protect their own confidential information of a similar character, but at least using reasonable care.

6. **Notice of Required Disclosure.** In the event that Reviewer is requested or required by law or governmental authorities (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to it or such Representatives in the course of these dealings, it is agreed that Reviewer will, subject to applicable law, provide the Disclosing Party with prompt notice of such request(s) so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. Reviewer will reasonably cooperate with Disclosing Party in connection with seeking such a court order or other remedy as Disclosing Party may reasonably request, at Disclosing Party’s expense, and Reviewer agrees to fully comply with any such protective order or other remedy.

7. **No Disclosure of Discussions.** Without the Disclosing Party’s prior consent, Reviewer will not, and will direct its Representatives not to, disclose to any person either the fact that discussion or negotiations are taking place concerning cooperative activities of the status thereof. The term “person” as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, other legal entity and individual.

8. **Return of Confidential Information.** In the event that no cooperative activity is commenced between the parties after Reviewer has been furnished with Confidential Information, or upon fulfillment of the Purpose, or at any time upon requested by the Disclosing Party, Reviewer will promptly redeliver to the Disclosing Party the Confidential Information and all copies thereof, in that Reviewer possession, charge, control or custody without retaining any copy thereof or any computer or other electronic record of such information. Reviewer shall ensure that any third party to which it has disclosed the Confidential Information does the same. In addition, the Reviewer shall promptly deliver a written certification affirming that Reviewer has complied with this Section 8.

9. **No Liability** IN NO EVENT SHALL EITHER PARTY BE LIABLE, ONE TO THE OTHER, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
10. **No Warranty** THE PARTIES ACKNOWLEDGE THAT THE CONFIDENTIAL INFORMATION DISCLOSED IS PROVIDED "AS IS" AND THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
11. **No license**. Nothing in this Agreement shall be construed to convey to Reviewer any right, title, or interest in the Confidential Information or any right, title, or interest in any intellectual property of the Disclosing Party, including but not limited to trade secrets, copyrights or patents. No license under any patent, copyright or other intellectual property right now or hereafter obtained is granted, agreed to be granted, or implied by either this Agreement or the disclosure to Reviewer of Confidential Information.
12. **Remedies**. Reviewer agrees that the Confidential Information is of a special unique and extraordinary character and that disclosure of such information and a breach of this Agreement will result in irreparable and immediate harm to the Disclosing Party. For this reason Reviewer agrees that in the event of such breach the Disclosing Party shall be entitled to seek injunctive relief, without the requirement of posting a bond, to further prevent use and/or disclosure in addition to other remedies available to it in law or in equity for breach of the Agreement.
13. **Non-Obligation**. Neither this Agreement nor any discussions or negotiations conducted after the date of this Agreement shall obligate the parties to conclude any transaction with regard to business arrangement between both parties until a definitive agreement to that effect is set forth in writing and signed by both Parties. Nothing contained in this Agreement is intended or will be deemed to limit the right of each party to disclose its own Confidential Information to any third party for any purpose whatsoever.
- Nothing in this Agreement obligates either party to make any particular disclosure of information.
14. **No Waiver**. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude and other further exercise thereof or the exercise of any right power or privilege hereunder.
15. **Amendment**. This Agreement represents the entire understanding between the parties and may only be amended or modified by a written agreement signed by both parties.
16. **Term**: This Agreement shall remain in effect for a period of five (5) years from the date hereof. The rights and obligations accruing prior to termination as set forth herein shall however, survive the termination as specified in this Agreement. / Any Confidential Information associated directly with any patent or copyright or copyright of the Disclosing Party shall survive and continue as long as such confidential information is protected under applicable patent or copyright law.
17. **Governing Law**. This Agreement is governed by the laws of the State of Delaware, with exclusion of the provisions for the conflict of laws.
18. **Dispute**. If any dispute arises out of or in connection with this Agreement, the Parties to such dispute shall attempt in good faith to settle the same by friendly negotiation. In the event an amicable settlement should not be reached, any dispute, disagreement, question or claim arising out of or in connection with the execution of this Agreement shall be settled in front of the Court residing in the State of Delaware. Notwithstanding the foregoing sentence, either party may bring an action in any jurisdiction or forum provided such action is solely to enjoin the actual or anticipated wrongful disclosure has or is anticipated to occur.
19. **Entire Agreement**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision or provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision or provisions had never comprised a part of this Agreement and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the



illegal, invalid, or unenforceable provision or provisions by its or their severance herefrom.

Agreement. Each person and party executing this Agreement represents and warrants that it has full power and authority to enter into this Agreement on behalf of itself and any other entity, if any, referenced in the signature block below.

**20. Counterparts: Binding Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same

The parties agree that the obligations set forth herein are binding commitments of the parties to the extent set forth herein; However, these commitments do not bind any party to proceed with any cooperative activity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement themselves or by their duly authorized officers or representatives on the date first written above.

**Telit Wireless Solutions Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_