



# SIERRA WIRELESS™

## BILATERAL NON DISCLOSURE AGREEMENT

This Agreement (“**Agreement**”) dated the 4<sup>th</sup> day of December, 2018 (“**Effective Date**”), between:

COMPANY			
Full Legal Name	UL LLC	Company Contact	Legal Department
Jurisdiction of Incorporation	Delaware	Title	General Counsel
Principal Business Address	333 Pfingsten Road ____	Telephone	
		Email	legal.department@ul.com
SIERRA WIRELESS			
Full Legal Name	Sierra Wireless, Inc.	Sierra Contact	Corey Baker
Jurisdiction of Incorporation	Canada (Federally Registered)	Title	Director Inside Sales
Principal Business Address	13811 Wireless Way, Richmond, BC, Canada, V6V 3A4	Telephone	
		Email	cbaker@sierrawireless.com

**GOVERNING LAW:** This Agreement shall be construed, without giving effect to the principles of conflicts of law, according to the substantive laws of Delaware (*select from the drop down menu*)

<p><b>COMPANY</b></p>  <p>Authorized Signatory Name: Jeff Moser Title: Operations Leader</p>	<p><b>SIERRA WIRELESS</b>, on behalf of itself &amp; its Affiliates</p>  <p>Authorized Signatory Name: P Teyssier Title: SVP Operations &amp; Purchasing</p>
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**WHEREAS** Sierra Wireless and Company (each a “**Party**” and together, the “**Parties**”) wish to exchange Confidential Information (defined below) for the purposes of testing and certification by Company of The Proctor & Gamble Company’s products, in which Sierra Wireless’ technology is incorporated (“**Purpose**”). The Parties acknowledge that such information disclosed under this Agreement may be confidential and must therefore be used and protected pursuant to the terms of this Agreement.

**NOW THEREFORE**, the Parties agree as follows:

### 1. Definitions

- (a) “**Affiliate**” means any legal entity which is directly or indirectly Controlled by or under common Control with a Party, or which directly or indirectly Controls a Party to this Agreement, where “**Control, Controls or Controlled**” mean owning or controlling directly or indirectly more than 50% of shares, partnership interests, membership shares, ownership interests or voting rights of such controlling or controlled entity.
- (b) “**Discloser**” means the Party disclosing Confidential Information.
- (c) “**Recipient**” means the Party receiving Confidential Information.
- (d) “**Confidential Information**” means, any and all information disclosed by a Party to the other Party pursuant to the Agreement, whether in tangible or intangible form, and includes without limitation (i) any notes, work papers or other documents prepared by the Recipient which contain, reflect or are based upon such information, (ii) any information viewed or learned by a Party during a visit to the other Party’s facilities, (iii) the fact that discussions between the Parties are taking place, and (iv) the existence of, and terms and

conditions of, this Agreement. In no event shall the absence of a confidential mark, legend or

verbal or electronic designation relieve the Recipient of its obligation to treat as confidential, any information it receives pursuant to this Agreement provided that such information is of a nature or disclosed under circumstances that a reasonable person would consider it confidential.

## 2. Use and Protection of Confidential Information

The Parties acknowledge that Confidential Information:

- (a) is disclosed at Discloser's sole discretion;
- (b) shall only be used pursuant to the Purpose of this Agreement;
- (c) shall be held in trust and kept confidential by Recipient by taking measures which are not less than a reasonable standard of care;
- (d) shall not be disclosed directly or indirectly to any third party, and shall not be used, leased, sold or otherwise disposed of for the benefit of any person other than Discloser;
- (e) except as necessary for the Purpose, shall not be reverse assembled, reverse compiled, or otherwise reverse engineered, in whole or in part, particularly when samples (in hard or soft form) are comprised in the Confidential information;
- (f) may only be disclosed to (i) with respect to Sierra Wireless, the employees, directors, officers, contractors, agents, and legal/financial advisors, including those of its Affiliates, and (ii) with respect to Company, the employees required to be involved in the Purpose (collectively, "Representatives") with a need-to-know such Confidential Information (limited only to that portion of the Confidential Information that is necessary) for the Agreement, provided such Representative(s) is/are bound by a written agreement containing provisions no less restrictive than the provisions of this Agreement; and
- (g) may only be copied and/or reproduced as strictly necessary for the Agreement and always containing a reference to Discloser's ownership rights and copyright, and the confidential nature thereof.

Each of the Parties acknowledges and agrees that any breach (whether actual or threatened) by any of its Representative(s) will be regarded as a breach by the Recipient itself. Upon receipt of a written request from Discloser, Recipient will immediately cease use of all Confidential Information and will within 30 days return or destroy &/or erase (and so certify in writing to Discloser) all Confidential Information, together with all copies, extracts, summaries, compilations, etc. it may have made thereof, save and except one copy for its legal or accreditation compliance archives.

## 3. Exceptions

The restrictions on use and confidentiality shall not apply to any information that the Recipient can demonstrate from its written records:

- (a) is or becomes generally available to the public or is in the public domain other than as a result of a breach of this Agreement; or
- (b) was known by Recipient prior to its disclosure by Discloser; or
- (c) became available to Recipient on a non-confidential basis from a source other than Discloser provided such source is not knowingly bound by a confidentiality agreement with Discloser; or
- (d) is developed independently by Recipient without use of or reference to Discloser's Confidential Information.

If only a portion of any Confidential Information falls within one or more of the foregoing exceptions, the remainder shall however continue to be subject to the prohibitions and restrictions set out in this Agreement.

## 4. Term, Termination & Continued Protection

This Agreement is entered into as of the Effective Date and shall terminate on the earlier of (i) three (3) years from the Effective Date; or (ii) the date on which this Agreement is terminated by either Party giving thirty (30) days advance written notice of termination to the other Party. All of the obligations of this Agreement shall survive the termination of this Agreement for two (2) years thereafter, save and except for trade secrets which shall remain subject to the terms of this Agreement until such time as it no longer constitutes a trade secret under applicable law.

## 5. Required Disclosure

Recipient may disclose Confidential Information to the extent it is required by law, regulation, court order or any governmental or regulatory body or authority (including by the rules or regulations of any stock exchange or quotation system) to so disclose, but then only to the extent so ordered or required and exercising all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information.

In such circumstances, Recipient shall use its best efforts to advise Discloser at the earliest possible time of the form and content of any Confidential Information that will be disclosed in order to give Discloser sufficient time to seek a protective order or any other appropriate remedy available to it. Recipient acknowledges that it shall continue to regard any information disclosed pursuant to this paragraph as Confidential Information.

#### **6. Ownership**

Each Party represents and warrants that it has the right to disclose the Confidential Information, but that all information is otherwise provided as-is. Each Party shall endeavor to include only accurate Confidential Information with respect to the Purpose. To the extent Company relies on any inaccurate or incomplete information provided by Sierra, Company will not be responsible for any inaccuracies in the services.

Confidential Information is and shall remain the exclusive property of Discloser. Recipient acquires no intellectual property rights from Discloser under this Agreement and no right or license to any trade secret, trademark, patent, patent application, copyright or mask work, either expressly or by implication, by this Agreement or any disclosure hereunder, including, but not limited to, any right to make, use or sell any product embodying any information.

#### **7. Injunctive Relief**

Recipient understands and acknowledges that any use or disclosure (whether actual or threatened) in violation of this Agreement will cause Discloser irreparable harm for which monetary damages would be difficult to ascertain. Recipient agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order restraining and enjoining any such further use or disclosure (whether actual or threatened) and for such other equitable relief as Discloser shall deem appropriate. Such right of Discloser is in addition to any other remedies otherwise available to Discloser at law or equity.

#### **8. General Provisions**

Neither Party may assign this Agreement without the prior written consent of the other Party, such consent to not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement to a purchaser of all, or substantially all, of its assets. This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall obligate either Party to enter into any business arrangement or agreement with the other Party, nor be construed as creating a partnership, joint venture, agency or other such relationship between the Parties.

This Agreement states the entire agreement between the Parties and supersedes all other agreements, whether written or oral, between the Parties in respect of the subject matter. Any modifications to this Agreement must be made in writing and must be signed by an authorized signatory of each Party. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder will continue to be in effect. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or other provisions. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same instrument. This Agreement may be executed and delivered by email as a pdf attachment, and the pdf attachment will be deemed to be an executed original.

End of Agreement