



MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made effective as of the **16 June 2020**, by and between **COMPANY NAME**, having a place of business at **COMPANY ADDRESS** (hereinafter "**COMPANY NAME**") and JOHN MEZZALINGUA ASSOCIATES, LLC D/B/A JMA WIRELESS, having a place of business at 7645 Henry Clay Blvd., Liverpool, NY USA 13088 (hereinafter "JMA"). **COMPANY NAME** and JMA may be both Discloser and Recipient during the exchange of information under this Agreement. This Agreement shall apply to the both party's Affiliates and subsidiaries.

When used herein, the term "Affiliate" shall mean a business entity now or hereafter owned, controlled by, controlling or under common control with JMA or **COMPANY NAME**, as applicable. Control exists when any entity or individuals owns or otherwise controls at least 50% of the voting rights of another entity or organization. For the avoidance of doubt, JMA's Affiliates shall include, but not limited to Teko Telecom S.r.l., having a place of business at via Meucci, 24/A, Castel San Pietro Terme (BO), Italy (hereinafter "Teko"), JMA Wireless B.V. having a place of business at Herikerbergweg 238 1101 CM Amsterdam Zuidoost the Netherlands, JMA Wireless Limited, having a place of business at 3rd Floor, Kilmore House Park Lane, Spencer Dock Dublin D01 Ye64 D1, JMA Wireless International Resources Limited, having a place of business at 3rd Floor, Kilmore House Park Lane, Spencer Dock Dublin D01 Ye64 D1, CSS Antenna, LLC., having a place of business at 2206 Lakeside Blvd., Edgewood, Maryland 21040 (hereinafter "CSS"), PHAZR, Inc., having a place of business at 8 Prestige Circle, Suite 104, Allen, Texas 75002, PHAZR India Private Ltd., having a place of business at 2nd Floor, No. 51 Le Parc, Richmond Road, Shanthala Nagar, Richmond Town, Bangalore-560025, and PHAZR UK Ltd., having a place of business at Kemp House 160 City Road, London, UK EC1V 2NX.

The parties have expressed a mutual interest in discussing and evaluating a potential transaction and/or business relationship between them (the "Purpose"). Because any discussions regarding any such Purpose will require one party to disclose to the other information that the disclosing party considers confidential and proprietary, the parties agree that this Agreement is necessary. In order to facilitate the Purpose and induce the parties to disclose and accept such information, the parties agree as follows:

1. (a) The parties acknowledge and agree that in furtherance of achieving the Purpose of this Agreement, each party (such party being hereinafter referred to as the "Discloser") may disclose to the other party (such party being hereinafter referred to as the "Recipient") certain Confidential Information (as defined below) owned by or otherwise belonging to the Discloser. For purposes of clarification, the parties acknowledge and agree that the Confidential Information that is subject to the terms of this Agreement shall include all such information provided by the Discloser to the Recipient in connection with the Purpose hereof, in whatever form such Confidential Information may be disclosed and regardless of whether such information was disclosed prior to or after the date of this Agreement.

(b) "Confidential Information" shall mean any information, technical data or know-how relating to the business, services or products of the Discloser and/or its Affiliates or subsidiaries, including without limitation any research, products, samples, customer lists, plans for future products, services, developments, inventions, processes, techniques, designs, components, parts, documents, drawings, electronic files, data sketches, plans, programs, specifications, software, and/or distribution,

engineering, marketing, merchandising, and sales information, personal or otherwise private employee information, and/or other material that is disclosed by Discloser or on its behalf, before or after the date hereof, to the Recipient or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection. Confidential Information shall also include any other information or materials marked as "confidential" by the Discloser. The Discloser shall have the right to correct any inadvertent failure to designate information previously provided to the Recipient as Confidential Information.

(c) If the Recipient should be requested or required (by oral questions, interrogations, requests for information or documents, subpoena, civil investigative demand or similar process or as otherwise required by law ("Demands")) to disclose Confidential Information supplied to it in the course of the Recipient's dealing with the Discloser, the Recipient will provide the Discloser with prompt notice of such Demands so that the Discloser may, at its own expense and cost, seek an appropriate protective order. If no such protective order is timely obtained, the Recipient is permitted to comply with the Demands.

2. The Recipient hereby acknowledges that all documents and other Confidential Information which has or will come into Recipient's possession or knowledge, if specifically indicated at the time of disclosure, is Confidential Information and is therefore: (i) proprietary to the Discloser and has been designed, developed and accumulated at great expense over lengthy periods of time; and (ii) secret, confidential and unique, and constitutes the exclusive property of the Discloser. The Recipient agrees that it shall hold in trust and confidence, and not disclose to others or permit the disclosure of, by any means, any Confidential Information disclosed under this Agreement. All communications between the parties hereunder shall be considered Confidential Information unless specified otherwise. Confidential Information may be used by the Recipient only for the Purpose set forth above and for no other reason unless approved by the Discloser in writing in advance. The Recipient may disclose Confidential Information received under this Agreement to persons within its organization who have a need to know such information and only if such persons are bound in writing (pursuant, for example to a general employee non-disclosure agreement protecting third party Confidential Information as well as the employer's Confidential Information) to protect the confidentiality of such Confidential Information. The Recipient further agrees it shall take the same measures, but no less than reasonable security measures, and use the same degree of care, but no less than a reasonable degree of care, to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use of, the Discloser's Confidential Information as it uses with its own information of similar importance. With respect to tangible materials constituting Confidential Information the Recipient agrees not to analyze, disassemble, reverse engineer or otherwise deconstruct any such materials for composition and/or structure. For the avoidance of doubt, in the absence of Discloser's express written consent, the Recipient agrees not to seek any intellectual property rights, including patent, trademark or copyright rights, based on any Confidential Information received from Discloser.

3. However, Confidential Information does not include, and no obligation is imposed on, information which:

- i. Is already in or subsequently enters the public domain through no fault of the Recipient, its Affiliates and/or any of their officers, directors,

members, managers, agents, employees, independent contractors or any other party over whom the Recipient has or may otherwise exercise control;

- ii. Is supplied by the Discloser to another party without a duty of confidentiality to the Discloser;
- iii. Is known to the Recipient or is in its possession (as shown by tangible evidence) prior to receipt from the Discloser;
- iv. Is developed independently by the Recipient (as shown by tangible evidence) by persons who have not had, either directly or indirectly, access to or knowledge of Confidential Information of the Discloser;
- v. Is lawfully received by the Recipient from another party without a duty of confidentiality to the Discloser; or
- vi. Is disclosed pursuant to the order or requirements of a governmental administrative agency or other governmental body provided that such disclosure is pursuant to a protective order and the Discloser has been notified of such a disclosure request in advance.

4. All Confidential Information, and all copies thereof, in whatever form, unless otherwise specified in writing, shall remain the property of Discloser and shall be promptly returned or destroyed at the earliest of: Discloser's request that such Confidential Information be returned or destroyed, the Recipient's need for it having expired, or upon termination of this Agreement. The Recipient agrees that upon the request of the Discloser, the Recipient shall provide reasonably satisfactory evidence that the Recipient has either returned or destroyed all Confidential Information received by it hereunder. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, the Recipient will not be obligated to destroy any Confidential Information contained in automatic electronic back-up systems, and the Recipient may retain copies of any portion of the Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its ordinary course records retention procedures or as otherwise required for legal or regulatory purposes.

5. This Agreement shall be effective for two (2) years from the effective date first set forth above. Nonetheless, all duties of confidentiality and non-use shall extend five (5) years after the expiration or termination of the relationship between the parties to this Agreement. Obligations with respect to any

trade secret shall survive for as long as such Confidential Information is considered a trade secret under the Uniform Trade Secrets Act.

- 6. Nothing in this Agreement shall be construed as granting the Recipient any license, or obligating either party to take any license, under any invention, trade secret, patent, copyright, trademark or other intellectual property right of the other party.
- 7. The Discloser retains all right, title and interest in and to its Confidential Information and, except as provided herein, no license or other right, express or implied is hereby transferred to the Recipient, including any license by implication, estoppel or otherwise, under any copyrights, mask works, trademarks, trade secrets, patents or other proprietary rights now held by, or which may be obtained by, or which is or may be licensable by the Discloser. Nothing in this Agreement or anything done in connection herewith shall be construed as obligating either party to purchase or co-develop any technology, products, intellectual property, parts, or services from or with the other party.
- 8. For the purposes of all communications and transmittals of Confidential Information under this Agreement, the respective authorized representative of the parties, subject to change upon written notice, are:

To **JOHN MEZZALINGUA ASSOCIATES, LLC:**
Attn:
E-mail:
Ph: 315-431-7100
Copy to: JMA Legal Department
 PO Box 678
 7645 Henry Clay Blvd
 Liverpool, NY 13088 USA
E-mail: legal@jmawireless.com
Ph: (315) 431-7100

To **COMPANY NAME:**
Attn: _____
Address: _____
Address: _____
E-mail: _____
Ph: _____

- 9. The parties may not assign this Agreement without prior written permission of the other party.

- 10. The Recipient agrees that it will not use any Confidential Information to challenge the validity, infringement, and/or enforceability of any of Discloser’s intellectual property rights, including patent, copyright and trademark rights, in any legal proceeding, action, or suit, and/or any reexamination proceedings before any governmental entity having jurisdiction thereover, including, without limitation, the United States Patent and Trademark Office. For the avoidance of doubt, Recipient agrees not to use any Confidential Information received from the Discloser under this Non-Disclosure Agreement as a basis for establishing declaratory judgment jurisdiction, such as in any legal proceedings, action, or suit against the Discloser.
- 11. This Agreement shall be governed by the domestic laws of the State of New York, without reference to choice or conflict of law rules otherwise applicable. The parties consent to and agree that the laws of the State of New York shall resolve any interpretation, construction, breach, dispute or other controversy arising out of, connected with or associated with this Agreement. The place of any action between the parties relating to the subject matter of this Agreement shall take place in Onondaga County, New York.
- 12. The parties agree that any export controlled Confidential Information shall not be exported or re-exported, directly or indirectly, in any form, except in compliance with the U.S. Export Administration Regulations and all other applicable U.S. federal export laws. This includes, but is not limited to, any transfers of export controlled Confidential Information to foreign nationals, whether such nationals are located in the U.S. or abroad. In addition to the above, export controlled Confidential Information may not, in the absence of authorization by U.S. and local law and regulations, be used by or exported to (a) any U.S. sanctioned or embargoed country or to nationals or residents of such countries; or (b) any person, entity, organization or other party identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the Department of State’s Debarred Parties List, as published and revised from time to time.
- 13. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, and the balance of the Agreement will remain in full force and effect.

14. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING ITS CONFIDENTIAL INFORMATION. EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ITS CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT. There are no understandings, agreements, or representations, express or implied, not specified herein. This Agreement may not be amended except by mutual agreement in writing.

15. The parties further agree to the following terms and conditions: (a) Neither party shall without the prior written consent of the other party disclose to a third party any aspect of this Agreement, including, without limitation, the Purpose hereof. Each party agrees not to issue any press release or make any statement on any other public electronic network, concerning this Agreement or the Purpose hereof, without the other party's prior written authorization; (b) The Recipient agrees to indemnify the Discloser against all losses, damages, claims or expenses incurred or suffered by the Discloser as a result of the Recipient's breach of this Agreement, including costs and disbursements of any action and reasonable attorneys' fees. The Recipient acknowledges that the Confidential Information it will obtain is unique and of a confidential and proprietary nature and that a breach of the terms of this Agreement will be wrongful and may cause irreparable injury to the Discloser. Therefore, in addition to all remedies of law

or equity, the Discloser shall be entitled, as a matter of right, to injunctive relief enjoining and restraining the Recipient and each and every other person or entity concerned thereby from continuing to act (or failing to act) in violation of the terms hereof. The Recipient shall be liable only for any direct damages resulting from any breach of this Agreement; and (c) No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. In the event of a breach or dispute, each party shall be solely responsible for its own attorneys' fees and costs incurred in the enforcement of this Agreement.

16. This Agreement supersedes all prior agreements, written or oral, between the Discloser and the Recipient (or their respective predecessors in interest) relating to the subject matter of this Agreement.

17. Neither the Recipient nor any of its Affiliates shall be under any obligation to enter into any further negotiation or agreement with the Discloser or its Affiliates of any nature or description whatsoever as a result of this Agreement.

18. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. A scanned, imaged, facsimile or photocopy of this Agreement as executed by the parties shall be deemed to be an original executed copy for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives to be made effective the day first written above.

For and on behalf of

JOHN MEZZALINGUA ASSOCIATES, LLC D/B/A JMA

For and on behalf of

COMPANY NAME

AUTHORIZED REPRESENTATIVE