

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (hereinafter referred to as the “**Agreement**”) entered into as of [Date], between Dense Air Networks US, LLC (“**DAN**”), a Delaware incorporated company with its office at 825 S. Waukegan Rd. A8 #223 Lake Forest, IL 60045 and [Company Name], (“**Company**”), a [corporation, limited liability company or other type of entity] organized under the laws of [Country] with its principal executive office at [Company Address] (individually “**a Party**”, jointly “**the Parties**”).

PURPOSE OF AGREEMENT. DAN and Company may wish to exchange information for the purpose of exploring, establishing or continuing a business relationship between the Parties. This Agreement is intended to assure the protection and preservation of any Confidential Information, defined below, to be disclosed or made available by either Party to the other Party.

DAN and Company agree as follows:

1. **Description of Confidential Information.** “Confidential Information” shall mean any information directly or indirectly disclosed by either Party (hereinafter the “**Owner**”), any entities that control, are controlled by, or under common control with, such Party (each, an “**Affiliate**”), or any of its or its Affiliates’ officers, employees or advisers, which is provided in written, recorded, photographic, machine-readable, or other physical form, or orally or otherwise to the other Party (hereinafter the “**Recipient**”), which belongs or relates to that Party or any of its Affiliates and which is conspicuously marked “Confidential”, “Proprietary”, “Private”, or in any other manner indicating its confidential and/or proprietary nature or, under the circumstances of disclosure ought to be treated as confidential, and shall also include any and all summaries, reports and analyses produced or made by either Party or their respective advisers which contain or reflect such information notwithstanding that the information is owned by or is confidential to a third party. Despite a designation as Confidential Information, Confidential Information shall not be deemed to include information when it is; (a) already known to Recipient; (b) publicly known (or becomes publicly known) without the fault or negligence of Recipient; (c) received from a third party without restriction and without breach of this Agreement; (d) independently developed by Recipient; or (e) furnished to a third party by Owner without similar confidentiality restrictions on the third party’s rights.

2. **Use, Disclosure and Reproduction.** Confidential Information may be disclosed by Recipient; (a) in accordance with a written authorization of Owner; or (b) as required by law, including by a court of competent jurisdiction or governmental or regulatory authority, provided, however, that in the event of a proposed disclosure pursuant to this section 2(b), the Parties shall co-operate in good faith regarding the timing and content of any such disclosure. Recipient shall limit access to Confidential Information to such Party’s employees, directors, contractors, agents, advisors and Affiliates, who shall reasonably require access to the Confidential Information solely for the Purpose of this Agreement and who are made aware of the obligations of confidentiality herein and who agree to keep the Confidential Information confidential; provided, however, that Recipient shall be vicariously liable for the failure of any such affiliate or authorized person to comply with the obligations concerning Confidential Information hereunder. Recipient shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, Recipient shall endeavor to prevent any further disclosure or misuse.

3. **Term.** The term of this Agreement is three (3) years from the date of this Agreement. Recipient covenants and agrees, for a period of five (5) years from the date of disclosure of the Confidential Information that; (a) it will treat the Confidential Information as being strictly private and confidential; (b) it will use the Confidential Information solely in relation to the Purpose of this Agreement and shall not use any part of the Confidential Information for any other purpose (including any competitive or commercial purpose) whatsoever; and (c) it shall not disclose such Confidential Information to any person or persons outside its organization other than its agents and advisors who are made aware of the obligations of confidentiality herein and who agree to keep the Confidential Information confidential. This Agreement may be cancelled by either party effective upon not less than fifteen (15) days’ prior, written notice to the other provided, however, that no such cancellation shall affect the obligations of Recipient with respect to Confidential Information received from Owner prior to the date of cancellation.

4. **Return of Confidential Information.** Neither Party shall make or use copies, photographs, synopses, or summaries of any Confidential Information of the other Party except as needed internally in connection with the Purpose of the Agreement. All Confidential Information and all copies thereof shall, upon termination of this Agreement, or at any time upon the request of Owner, be promptly returned to Owner or, at Owner’s option, destroyed, in both cases without keeping copies, and Recipient shall provide written certification to Owner after all such materials have been returned and/or destroyed in accordance with this paragraph. Any analyses, compilations, studies or other documents prepared by the Recipient in whole or in part on the basis of the Owner’s Confidential Information will be destroyed by the Recipient upon return of the Owner’s Confidential Information.

5. **Rights.** Nothing contained in this Agreement shall be construed as granting to or conferring upon Recipient any rights, by license or otherwise, express or implied, in Owner’s Confidential Information, other than the right to use the Confidential Information for the Purpose of this Agreement. In particular, Recipient shall not acquire under this Agreement any ownership right, interest or title in or to Confidential Information or any intellectual property rights therein or the right to obtain or apply for such rights. Recipient further acknowledges that Confidential Information has been developed at significant cost and has significant commercial value to the Owner and that knowledge of all or any part of Confidential Information may constitute insider information under securities laws or yield a competitive advantage over others not having such knowledge. The Parties also agree that the delivery of Confidential Information to

them does not of itself constitute any representation or warranty express or implied as to the accuracy and completeness of that information or that either of them owns intellectual property rights in it and they each acknowledge that they are responsible for making their own evaluation of such information for this purpose. Neither Party hereto nor its directors, officers, employees, agents or advisors shall have any liability resulting from the use of, or reliance upon, its Confidential Information by the other Party, except as may be provided for in any definitive agreement between the Parties. The delivery of the Confidential Information shall not constitute an offer or result in any obligations or liabilities on behalf of either Party hereto with respect to any business transaction or relationship except as otherwise expressly provided herein.

6. **Equitable Relief.** The Parties acknowledge that irreparable injury and damage will result from disclosure of any Confidential Information to unauthorized third parties or from the utilization of any Confidential information inconsistent with the Purpose of this Agreement, for which damages would be an inadequate remedy; and therefore, in addition to its rights and remedies otherwise available at law, the Parties shall be entitled to seek equitable relief, including injunction, in the event of a breach of this Agreement.

7. **Competition.** Owner understands that Recipient may, currently or in the future, be developing information internally or receiving information from other parties which may be similar to Owner’s Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not develop products, for itself or for others, which compete with products or systems contemplated by Owner’s Confidential Information provided, however, that Recipient shall not use Owner’s Confidential Information in such development.

8. **Compliance with Law.** Recipient agrees that it shall not export, re-export, or transfer, directly or indirectly, any Confidential Information to any country or user to which such export, re-export, or transfer is restricted by United States or United Kingdom laws or regulations without first obtaining all required licenses, authorizations, certifications, and approvals.

9. **Entire Agreement; No Assignment, Severability and Governing Law.** This Agreement contains the entire agreement between the Parties as to the subject matter hereof and supersedes any previous or contemporaneous undertakings, commitments, or agreements, oral or written, as to its subject matter. It may be modified only in writing executed by both Parties. This Agreement shall not be assignable by either Party without the prior written permission of the other Party, whose permission will not be unreasonably withheld. If any provisions of the Agreement are invalid under any applicable statute or rule of law, to that extent, omitted, but the remainder of this Agreement shall continue to be binding upon the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to its conflict of laws principles. Each Party hereby irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to any action arising under this Agreement filed in New York, and each Party consents to the personal jurisdiction of such courts with respect to such actions.

10. **Notices.** All notices hereunder shall be personally delivered to or mailed by registered or certified mail to the Parties at the following addresses:

if to DAN: Dense Air Networks, LP 825 S. Waukegan Rd. A8 #223 Lake Forest, IL 60045 Attention: General Counsel	if to [Company] : _____ _____ _____ _____ Attention:
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above.

For: **DENSE AIR NETWORKS, LP**

For: **[COMPANY]**

By: _____
Name: _____
Position: _____
Date: _____

By: _____
Name: _____
Position: _____
Date: _____