

## NON DISCLOSURE AGREEMENT



This Agreement is made and entered into as of **<date>** ("Effective Date") by and between Maven Wireless Inc., with offices at 222 Pacific Coast Hwy, Suite 10-144, El Segundo, CA 90245 ("Maven"), and **<company>** with offices at **<address>**, **<business id code>** ("Company").

In consideration of each party's willingness to disclose its Confidential Information to the other, the party receiving Confidential Information (the "Recipient") agrees:

1. For a period of two (2) years after the date of disclosure of Confidential Information, to maintain the Confidential Information in confidence, not to disclose it to anyone else, nor use it for Recipient's own benefit or for the benefit of others (except in connection with the transactions between the parties) without the disclosing party's prior written consent, and to use the same degree of care that Recipient uses for its own Confidential Information. Notwithstanding the foregoing, Recipient may disclose the Confidential Information within its organization, and with its affiliates, suppliers, manufacturers, agents, representatives, and consultants, to those persons who have a need to know such Confidential Information. The provisions of this paragraph shall not apply to any information:
  - (a) which was known or used by Recipient prior to the date of such disclosure as evidenced by Recipient's written records;
  - (b) which is in the public domain by reason other than a breach of this Agreement;
  - (c) which has legally come into Recipient's possession through channels independent of the disclosing party; or
  - (d) which is required by law or legal process to be disclosed, including in response to a valid court order of a court of competent jurisdiction or authorized government agency, provided the disclosing party hereunder is notified promptly in writing to allow it to request a protective order and the receiving party reasonably cooperates, at the disclosing party's expense, with the disclosing party's efforts to obtain a protective order.
2. This Agreement shall commence on the Effective Date and shall be in full force for a period of five (5) years from the Effective Date unless terminated earlier in accordance with this clause. This Agreement may be terminated by either party by giving thirty (30) days prior written notice of termination to the other party.
3. For the purposes of this Agreement, Confidential Information shall include, but not be limited to, technical data (e.g. computer software, drawings, processes), business and financial information, correspondence, written or oral representations, memoranda, reports, records, or other such conveyance of information which is clearly identified by stamp or legend as being proprietary or confidential by the disclosing party. Confidential Information that is disclosed orally or visually shall be confirmed as confidential or proprietary in writing within ten (10) days after such disclosure. Any report or other document produced by either party arising from the exchange of information by the parties shall be regarded as proprietary and confidential.
4. This Agreement does not obligate either party to disclose Confidential Information to the other party.
5. The parties shall perform their respective obligations hereunder without charge to the other party.
6. No license or conveyance of any rights to either party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Confidential Information between the parties.
7. Any and all documents produced or delivered by one party to the other party shall remain the property of

the delivering party, and all such documents and all copies thereof shall be promptly returned to the delivering party upon demand.

8. IN PROVIDING ANY CONFIDENTIAL INFORMATION HEREUNDER, NEITHER PARTY MAKES ANY REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS ADEQUACY, ACCURACY, SUFFICIENCY OR FREEDOM FROM DEFECT OF ANY KIND, INCLUDING FREEDOM FROM ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT WHICH MAY RESULT FROM THE USE OF SUCH CONFIDENTIAL INFORMATION.
9. This Agreement is not assignable or delegable in whole or in part without the written consent of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by duly authorized representatives of Maven and Company.
10. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that in the event of a breach or threatened breach of this Agreement, the non-breaching party shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief.
11. This Agreement shall be governed by and construed in accordance with the laws of Sweden.
12. The courts in Stockholm shall have non-exclusive jurisdiction to resolve disputes or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Non Disclosure Agreement to be executed as of the date first above written. The parties represent and warrant the persons signing below are expressly invested with the requisite authority to bind their respective corporations in such matters.

Maven Wireless Inc

Company

By: \_\_\_\_\_  
Authorized Signature

Name Gary Grimes  
Printed or Typed

Title VP Americas

Date \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name \_\_\_\_\_  
Printed or Typed

Title \_\_\_\_\_

Date \_\_\_\_\_