

**MUTUAL  
CONFIDENTIALITY  
AGREEMENT**

This agreement is entered by and between **Integrated Microwave Technologies, LLC** of 200 International Drive, Mount Olive, New Jersey, a Delaware limited liability company, as well as its subsidiaries and affiliates (hereafter referred to generally as IMT) and \_\_\_\_\_,  
a \_\_\_\_\_  
as well as its subsidiaries and affiliates (hereafter referred to as \_\_\_\_\_) (and \_\_\_\_\_ and IMT jointly the "Parties").

WHEREAS, The Parties require certain information relating to their business, products, technology, methodology, processes and may require other information for the purpose of accomplishing an evaluation of a potential transaction or possible set of future transactions and business relationships and endeavors between them ("the Transaction"); and

WHEREAS, The Parties consider the information which may be requested or provided by one from the other to be Confidential, confidential, and a valuable business asset, and therefore require that the information they each provide to the other be protected from unauthorized use, reproduction, or disclosure.

NOW, THEREFORE, in consideration of this agreement and the disclosure of Confidential Information (as herein defined), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Confidential Information.** Confidential information means the information which might reasonably be considered to be of a confidential nature supplied by the Parties to each other, or their directors, officers, employees, consultants, engineers, designers, agents, attorneys, accountants or bankers (hereinafter "Representatives") for the purpose of evaluating, investigating and/or participating in the Transaction whether furnished before or after the date hereof, and regardless of the manner in which furnished, including, but not limited to, information regarding designs, plans, development and research projects, products, manufacturing methodology, the identity of vendors, use in competition, consultants and employees and its marketing, business and strategic plans as well as each entity's research and development status generally and existing and planned equipment and technology. Confidential information also includes information which might reasonably be considered to be of a confidential nature that has been disclosed to the Parties by the other for the purpose of evaluating the Transaction by a third party under an obligation to either of the Parties to treat information as confidential. Unless otherwise published, drawings and photographs (internal or external) of equipment designs shall be considered confidential.
2. **Identification of Confidential Information.** Confidential information shall be marked as same by the disclosing party prior to its dissemination to the

receiving party. However, a failure to mark what is otherwise clearly Confidential, a Trade Secret or material that is otherwise reasonably expected to

be seen as protected under this Agreement shall not deprive that information from protection and the receiving party shall consider it to be protected as though marked. In the event of a verbal disclosure of Confidential information same shall be identified as such at the time of disclosure and, within ten (10) business days of such disclosure shall be followed by written confirmation of its protected nature and a general description of the confidential information so as to place the receiving party on notice of its confidential nature.

3. **Exceptions to Confidential Information.** Confidential information shall not include information which: (a) is or hereafter becomes publicly available other than as a result of a breach by the Parties (or a Party) of its obligations under this Agreement; or (b) is rightfully received by the Parties other than pursuant to this Agreement and the relationship between the parties from a third party without breach of (i) this Agreement or (ii) a confidential relationship with the other party to this Agreement, (c) was, before the Parties commenced discussion concerning the Transaction, already lawfully in the receiving Party's or their directors', officers' employees', consultants', or agents' possession as can be demonstrated by written records or other reasonable evidence, or (d) is independently developed by the receiving Party through no use of the Confidential Information.
4. **Permissible Use of Confidential Information.** The Parties agree that they will not use the Confidential Information except to evaluate the Transaction, that they will protect the Confidential Information from unauthorized use, reproduction and disclosure as far as they are reasonably able and that except as may be required by law through order of a court of competent jurisdiction or duly empowered regulatory authority, they will not disclose the Confidential Information to any person inside or outside of the Parties not having a legitimate need to know the Confidential Information for the purpose of evaluating the Transaction. This Agreement does not expressly or impliedly grant or confer any rights in, title to, or license to any Confidential Information or other intellectual property of any kind. All Confidential Information remains at all times the exclusive property of the Disclosing Party or its licensors.
5. **Protection of Confidential Information.** The Parties agree to take all reasonable steps to provide for the protection, safekeeping, and to restrain and restrict the use, reproduction, and disclosure of the Confidential Information to only those individuals and entities permitted under and bound by this Agreement. The Parties shall inform each person in writing who shall receive Confidential Information from each in accordance with the terms of this Agreement, of the confidential nature of the Information and direct such persons to treat the Information confidentially and not to use it other than solely in connection with evaluating or participating in the Transaction and receive and retain a written acknowledgment thereof from each such person. The Parties shall be responsible for the breach of this Agreement by any person who receives

Confidential information from them whether or not they have joined in signing this Agreement or sign the aforesaid acknowledgment.

6. **Destruction of Confidential Information.** Within ten (10) days following the receipt of a written request from the other party to this Agreement, the receiving Party shall return or destroy all tangible material containing or embodying the Confidential Information, including, but not limited to, originals, reproductions, and summaries of Confidential Information, together with a certificate executed by the Chief Executive Officer certifying that all such materials in such Party's possession have been delivered to the other party or destroyed.
7. **Notification of Unauthorized Disclosure.** Each of the Parties shall immediately notify the other in the event it discovers the loss or unauthorized disclosure of any Confidential Information and shall take all reasonable steps to retrieve and prevent further loss or unauthorized disclosure of such Confidential Information. The Parties shall immediately notify the other in the event that it receives demand from any Court or Governmental Agency for disclosure of the Confidential information so that an objection where appropriate may be made to such disclosure by the owner of the information.
8. **Operations Unaffected.** Nothing in this Agreement shall prevent the parties hereto from operating their respective businesses in the manner in which they have been operated prior to the commencement of discussions regarding the Transaction. Rather, this Agreement is intended to foster cooperative and joint ventures between the parties by assuring each of the other's recognition of, and intent to protect their mutual interests in their Confidential Information. The Parties recognize that the other Party may be engaged in the development of products or services which may be competitive with those of the other Parties. Nothing in this Agreement is meant to prohibit a Party from engaging in the research, development, marketing, sale, distribution, or licensing of any product or service provided that, in the case of the Recipient, it agrees that all products or services must be independently developed and produced without the use or disclosure of the Disclosing Party's Confidential Information.
9. **Effective Date and Conclusion of Agreement.** The Agreement shall become effective on the date on which it is signed by the last of the parties hereto to sign, and shall expire thereafter only upon the written termination of same by one (or both) of the parties delivered to the other, at which time all Confidential Information received hereunder (and any copies thereof) shall be returned to its owner or destroyed by the Parties, unless a different arrangement has been entered into between the parties in writing. Notwithstanding the earlier termination of, or expiration of the term of this Agreement, Confidential Information received hereunder shall be protected from unauthorized disclosure by either or both the Parties as required by this Agreement so long as the information remains a trade secret or for a period of at least three (3) years from the date of receipt thereof, whichever period is longer.
10. **Equitable Remedies, Choice of Law & Venue.** Without prejudice to any rights or remedies otherwise available and recognizing that damages at law will be

insufficient, either party shall be entitled to equitable relief by way of injunction in the event of breach or threatened breach of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania. The Parties each herewith state, recognize and agree that breach of this Agreement could cause substantial damage to the business of the other and that recovery of damages would provide insufficient recompense.

11. **Amendments.** This is the entire Agreement between the parties concerning the exchange and protection of Confidential Information relating to the Transaction, and it supersedes any prior written or oral agreements relating thereto and may not be amended or modified except by subsequent agreement in writing signed by a duly authorized officer or representative of each corporate party, and shall be binding on each party's respective successors and assigns.
12. **ITAR and Export Laws.** The receiving Party represents that it will comply with all applicable import/ export laws including the Export Administration Act, as amended (the "EAA"), (50 U.S.C. App. § 2401-2420), including the anti-boycott and embargo regulations and guidelines issued under the EAA; the International Emergency Economic Powers Act, as amended (50 U.S.C. §§ 1701-1706); the Export Administrative Regulations, as amended (15 C.F.R. Parts 730-744); the Arms Export Control Act, as amended (22 U.S.C. § 2751-2799aa-1); the International Traffic in Arms Regulations, as amended (22 C.F.R. Parts 120 - 130); the regulations of the Department of the Treasury, Office of Foreign Assets Control; and regulations, procedures and policies of the United States and any countries having jurisdiction over this Agreement. The disclosing Party shall conspicuously identify any information that is either (i) subject to the International Traffic in Arms Regulation (ITAR) or (ii) has an Export Control Classification Number (ECCN) other than EAR99 prior to disclosing such information to the receiving Party. The receiving Party shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance of the other party to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed in duplicate originals by its respective duly authorized representative as follows:

**Integrated Microwave Technologies, LLC**

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

\_\_\_\_\_

Date:

Date:

