

## MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (hereinafter referred to as the “**Agreement**”) entered into as of [Date], between Airspan Communications Limited (“**ACL**”), a company incorporated in England and Wales with its office at Capital Point 33 Bath Road Slough SL13UF., and [Company Name], (“**Company**”), a [corporation, limited liability company or other type of entity] organized under the laws of [State/Country] with its principal executive office at [Company Address] (individually “**a Party**”, jointly “**the Parties**”).

**PURPOSE OF AGREEMENT.** ACL 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.

**ACL and Company agree as follows:**

1. **Description of Confidential Information.** “Confidential Information” shall mean any information, including User and Installation Manuals, disclosed by either Party (hereinafter the “**Owner**”) or any of its officers, employees or advisers, which is provided in written, recorded, photographic, machine-readable, or other physical form, or orally, where such information is reduced to writing as soon as practicable after disclosure or otherwise to the other Party (hereinafter the “**Recipient**”) and which is conspicuously marked “Confidential”, “Proprietary”, “Private”, or in any other manner indicating its confidential and/or proprietary nature, 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 (entities that control or are controlled by a Party), 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

