

## **NON DISCLOSURE AGREEMENT**

Between

connectBlue AB, Norra Vallgatan 62, 211 22 Malmö, Sweden

and

..... ("counterpart")

Whereas connectBlue and the "Counterpart" are investigating the possibilities of cooperation regarding cB-0950 Bluetooth module hereinafter referred to as "subject"). For the purpose of such co-operation each party will disclose to the other party information which is proprietary to the disclosing party and which such party wishes the other party to treat as confidential.

It is requested that the following information is to be held confidential on behalf of connectBlue AB.

Block diagram

Schematic

BOM

Operational description

PCB specification

Component mounting Documentation

Hardware manual

The above material contains trade secrets not customarily released to public that are judged to have the potential to cause detriment to the applicant and provide unjustified benefits to its competitors. Hardware manual is a highly technical integration manual not addressed to the end-user.

This information should not be available for public disclosure for an indefinite period of time

Whereas both parties, for their mutual benefits, wish to discuss certain technical and business matters concerning the "subject"; and whereas during the course of such discussion, each parties may wish to disclose to or receive from the other information and ideas which the disclosing party consider to be proprietary and wishes to protect. Now therefore the parties hereby mutually agree that: Proprietary Information shall mean information and/or ideas relating to the "subject" which the disclosing party wishes to keep confidential and so indicates, if information and/or ideas are in written form, by an appropriate legend, marking, or stamp thereon, or if orally or visually disclosed, are in writing within thirty (30) days after disclosure. The parties each agrees to keep it in confidence and nor to use, except for purpose related to the "subject", or to disclose to third parties, any Proprietary Information disclosed to it by the other. In addition both parties shall limit the internal disclosure of Proprietary Information to those employees who have a need to know and an obligation to protect it.

Notwithstanding the foregoing, no liability shall arise hereunder for use or disclosure of Proprietary Information which is: In the public domain at the time of disclosure, or subsequently comes within the public domain without fault of the receiving party, Knowing to receiving party at the time of disclosure or independently developed by the receiving party, Used or disclosed by the receiving party with the prior written approval of the disclosing party or Properly disclosed to the receiving party without restriction from a source other than the disclosing party. Neither party shall be liable for the inadvertent disclosure of

Proprietary Information hereunder provided that it has exercised the same degree of care to protect such Proprietary Information as it uses to protect its own Proprietary Information, and provided that such degree of care is at least reasonable. Neither the execution of this agreement, nor the disclosure of any Proprietary Information hereunder shall be construed as granting either expressly or by implication, estoppel or otherwise, any license under any invention or patent now or hereafter owned by or controlled by the disclosing party; or as an obligation to enter into a further contract or to reimburse the cost of any effort expended by either party. The receiving party shall only make such copies of the disclosing party's proprietary Information as are necessary for the purpose of the "subject". Upon termination or expiration of this agreement all such copies along with the original shall, upon request, be promptly returned to the disclosing party or destroyed. The receiving party may, however retain in the file of its legal counsel, for archival purpose only, one copy of any such Proprietary Information returned or destroyed.

This agreement shall expire five (5) years from the date of its execution unless terminated sooner via thirty (30) days written notice to the other party. Neither expiration nor termination of this agreement shall effect obligations with respect to Proprietary Information exchanged prior to the effective date of termination or expiration

All disputes or differences arising regarding the validity and/or interpretation of the provision of this agreement shall be submitted to and determined by arbitration according to the Rules of Conciliation and Arbitration of the international Chamber of Commerce by three (3) arbitrators appointed in accordance with the said rules. Swedish substantive as well as procedural law shall govern this agreement.

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connectBlue AB

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Rolf Nilsson,  
President

Typed Name

Typed Name

Who warrants to be duly authorized

Who warrants to be duly authorized

2012-04-30

Date \_\_\_\_\_

Date \_\_\_\_\_