

Confidentiality and Mutual Non-Disclosure Agreement

This confidentiality and Mutual Non-Disclosure Agreement (the "Agreement") is effective as of the date of the first signature below, by and between Tranzeo Wireless Technologies, Inc., a Canadian Corporation with offices located at 19473 Fraser Way, Pitt Meadows, BC, Canada V3Y 2V4.

and _____, a _____ corporation,

with offices located at _____

WHERAS, each party to this Agreement possesses confidential or proprietary information (as described in more detail as "Confidential Information", below) related to certain technology and business activities; and

WHEREAS, each party in possession of the Confidential Information (the "Disclosing Party") desires to disclose some of its Confidential Information to the other party (the "Receiving Party") subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the promises made herein, the receipt of certain Confidential Information, and other good and valuable consideration, the parties agree as follows:

1. "Confidential Information" as used in this Agreement shall mean any information or material which is proprietary to the Disclosing Party and is marked or otherwise clearly designated as "Confidential," "Proprietary," or with a similar legend. Without limiting the forgoing, the following shall be presumed to be Confidential Information, if disclosed: all computer programs and software (including, but not limited to, code, software output, screen displays, file hierarchies, graphics and user interfaces), related documentation, business outlooks, revenue, pricing, trade secrets, computer programs, and software formulas, data, inventions, techniques, product design, and strategies, as well as the fact and terms of discussions or negotiations between the parties.

Confidential Information shall not include information that (i) is now or later becomes generally known or publicly available (other than as a result of a breach of this Agreement); (ii) is independently developed by the Receiving Party, as evidenced by records of the Receiving Party, (iii) the Receiving Party lawfully obtains from any third party who has lawfully obtained such information; (iv) has been published or generally disclosed or made available to the public by the Disclosing Party. The Receiving Party shall bear the burden of showing that any of the forgoing exclusions apply to any information or materials.

2. The Receiving Party shall handle, use, treat and utilize Confidential Information received from the disclosing Party in a manner consistent with the following:

- (a) It shall hold all such Confidential Information in strict confidence;
- (b) It shall use the Confidential Information only for the purpose of
 - (i) evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning the subject matter of such Confidential Information
 - (ii) if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such a written agreement;
- (c) It shall reproduce the Confidential Information only to the extent necessary for the purposes hereof;

(d) It shall restrict disclosure of the Confidential Information to its employees with a need to know (and advise such employees of the obligations assumed herein); and

(e) It shall not disclose such confidential information to any third party, including but not limited to, a parent, subsidiary or any other affiliate of the Receiving Party, or any manufacturer or independent contractor, without prior written approval of the Disclosing Party. In addition, with respect to any equipment, component, software or other items delivered by the Disclosing Party to the Receiving Party, the Receiving Party shall not reverse engineer, disassemble, decompile or otherwise analyze the physical construction, of any such items. Each Party agrees to attempt to limit its disclosure of information made to the other party to that information which is reasonably necessary to serve the limited purposes of the disclosure made. The party receiving Confidential Information from the other agrees to limit dissemination and disclosure of said information to those individuals, officers, agents and employees who reasonably have a need to know said information.

3. Each Party agrees that it shall not publish any review, notice or other report containing any of the other party's Confidential Information prior to obtaining written permission from the Disclosing Party to disclose such Confidential Information in the manner contemplated. Upon publication after receipt of written permission, the published information shall cease to be treated as Confidential Information hereunder but only to the extent that it is actually disclosed. Without prior written consent, any review, notice or other report published by either party shall be limited to information, which is not Confidential Information.

4. Each party agrees to return to the Disclosing Party any and all materials comprising or containing Confidential Information, together with any copies that may have been made promptly upon the request of the Disclosing Party or, if not earlier requested, promptly after the purpose(s) for which they were furnished has been accomplished or abandoned (at least with respect to the receiving party).

5. This confidentiality and Mutual Non-Disclosure Agreement shall not be assignable by either party, and neither party may delegate its duties hereunder, without the prior written consent of the other party, which consent may be granted or denied in the sole discretion of the non-assigning party. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

6. The parties hereby understand, acknowledge and agree that the provisions of the Confidentiality and Mutual Non-Disclosure Agreement shall be binding on each of the parties specified herein and each such party's officers, directors, employees, attorneys and advisors.

7. Nothing in this Confidentiality and Mutual Non-Disclosure Agreement shall be construed as creating any obligation on the part of any party to disclose any Confidential Information whatsoever. Nothing in this Confidentiality and Mutual Non-Disclosure Agreement shall be construed as granting any license or any other rights with respect to either party's proprietary rights or Confidential Information.

8. Nothing contained in this Confidentiality and Mutual Non-Disclosure Agreement shall be construed as creating a joint venture, partnership or other form of business association between the parties, nor shall it be construed to create any obligation or expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Except as specified herein, no party shall have the right,



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power or implied authority to create any obligation or duty, express or implied, on behalf of any other party hereto.

9. Each party understands and acknowledges that such Confidential Information had been developed or obtained by the other party by the investment of a significant time, effort and expertise, and that such Confidential Information provides such party with a significant advantage in its business. Each party understands and agrees that in the event of such a breach of its obligations hereunder, the non-breaching party may seek a permanent injunction in order to prevent or restrain such breach by the breaching party and any and all persons acting directly or indirectly with the breaching party. None of the remedies set forth above shall in any way limit either party's remedies available at law or in equity for such breach.

10. This Confidentiality and Mutual Non-Disclosure Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The formation, interpretation and performance of this contract shall be governed by the laws of the State of Illinois. This Confidentiality and Mutual Non-Disclosure Agreement may be amended or modified only in writing signed in advance by authorized representatives of each of the parties.

11. This Confidentiality and Mutual Non-Disclosure Agreement shall survive and remain in effect until expressly terminated in writing and signed by both parties thereto. Each of the parties warrants and represents that it has carefully read and understands this Confidentiality and Mutual Non-Disclosure Agreement and each acknowledges receipt of a copy hereof. Each person has the authority to enter into this Confidentiality and Mutual Non-Disclosure Agreement on behalf of the person, from or corporation, if any, listed below. IN WITNESS WHEREOF, the respective duly authorized representatives of the parties have executed this confidentiality and Mutual Non-Disclosure Agreement as of the dates set forth below.

Tranzeo Wireless Technologies, Inc..

A handwritten signature in black ink, appearing to read 'James A. Tocher'.

James A. Tocher
President

Company Name

By _____

Printed Name: _____

Title: _____

Date: _____

Company Name

By: _____

Printed Name: _____

Title: _____

Date: _____