

## **Mutual Non-Disclosure Agreement**

, a corporation, locate	ed at,,	
("Company") and BLINQ Wireless Inc., a Canadian Ontario, K2K 3H4, Canada ("BLINQ") enter into this Mutual Non-D	n Corporation located at 400 March Road, Suite 240, Ottawa, visclosure Agreement (the " <i>Agreement</i> ") as of	
2010 (such date the "Effective Date"; Company and BLINQ each	a " <i>Party</i> " and collectively " <i>the Parties</i> ").	
Purpose. Company and BLINQ each wish to disclose certain confidential information to the other Party in order to enable each of them to explore the following business opportunities and/or possible relationships:	or store such Confidential Information in any retrieval sor database without the prior written consent of disclosing Party, except for such copies, reproduction storage as may reasonably be required internally be receiving Party for the Purpose; or (c) make any other such Confidential Information except for the Purpose;	
(the " <i>Purpose</i> ").	without the prior written consent of the disclosing Party.	
Confidential Information to be Disclosed. The information that each Party intends to disclose to the other Party, subject to such information being treated as "Confidential Information" pursuant to this Agreement, is as follows:  A. Company Disclosures:	receiving Party shall protect Confidential Informatisclosed under this Agreement with the same degree care it employs to protect its own Confidential Information to the in no event less than a reasonable degree of care. Sometidential Information may be disclosed only to the employees and contractors of the receiving Party who is a need to know such Confidential Information for Purpose and who have confidentiality obligations to receiving Party at least as restrictive as those set	
	herein.  6. Information Not Subject to Restrictions.	

- B. BLINQ Disclosures: Product plans, roadmap, features and design details; market and business development plans and other technical, commercial and market data related to BLINQ products.
- Disclosure Period. The restrictions on use and disclosure of information and documents set forth in this Agreement shall apply only to information and documents disclosed by one Party to the other during the period commencing on the Effective Date and ending 2 years later.
- Requirements for Information to Be Treated as Confidential Information. The obligations imposed by this Agreement upon the receiving Party with respect to Confidential Information shall extend only to information that (i) is identified in Section 2 above, or (ii) is marked or identified by the disclosing Party as "confidential" at the time of disclosure, or (iii) is treated as confidential at the time of disclosure or, given the circumstances and nature of the disclosure, would be considered confidential at that time by a reasonable person. "Confidential Information" shall include all such information in any form, whether written or oral, and whether disclosed directly by the disclosing Party or otherwise obtained or received by the receiving Party, including by personal observations or inspections. It shall also include any and all notes, analyses, compilations, studies or other documents prepared by or for the receiving Party which contain, reflect or are based upon, in whole or in part, Confidential Information disclosed by the disclosing Party.
- Restrictions on Disclosure and Use. Except as provided in Section 6 below, the receiving Party agrees that for a period of three (3) years after the date of initial disclosure of any Confidential Information, the receiving Party shall not: (a) disclose, directly or indirectly, to any other person, firm, corporation, association or other entity that is not a Party, for any purpose whatsoever, any Confidential Information received under this Agreement; (b) make copies or reproductions in any form of such Confidential Information

or store such Confidential Information in any retrieval system or database without the prior written consent of the disclosing Party, except for such copies, reproductions and storage as may reasonably be required internally by the receiving Party for the Purpose; or (c) make any other use of such Confidential Information except for the Purpose, without the prior written consent of the disclosing Party. The receiving Party shall protect Confidential Information disclosed under this Agreement with the same degree of care it employs to protect its own Confidential Information, but in no event less than a reasonable degree of care. Such Confidential Information may be disclosed only to those employees and contractors of the receiving Party who have a need to know such Confidential Information for the Purpose and who have confidentiality obligations to the receiving Party at least as restrictive as those set forth

- Information Not Subject to Restrictions. obligations set forth in Section 5 above shall not in any way restrict or impair the right of the receiving Party to disclose or use any information that:
  - A. at the time of disclosure is published or is otherwise in the public domain;
  - B. after disclosure becomes part of the public domain other than through a breach of this Agreement by the receiving Party:
  - C. was known to the receiving Party prior to receipt from the disclosing Party, provided such prior knowledge can be demonstrated by documentary evidence antedating the disclosure by the Party;
  - D. is independently developed by the receiving Party without reference to Confidential Information of the disclosing Party;
  - is disclosed to the receiving Party by a third party (other than employees of either Party) who, in making such information available to the receiving Party, is not in violation of any obligation of confidentiality to the disclosing Party: or
  - has been disclosed by the disclosing Party to a non-party on an unrestricted basis.

For purposes of these exceptions: (i) disclosures which are specific in nature (e.g., engineering or design practices or techniques, products, software, etc.) shall not be within the scope of these exceptions merely because such specific disclosures are embraced by, but not expressly included in, general disclosures which are in the public domain or in the possession of the receiving Party; and (ii) a combination of features shall not be deemed to be within the scope of these exceptions merely because the individual features of the combination are in the public domain or in the possession of the receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the receiving Party.

Subpoenas and Orders. The obligations set forth in Section 5 also shall not apply to any Confidential Information

which a receiving Party is required to disclose by applicable law, court order or other legal requirement; provided that the receiving Party shall give prior written notice of such required disclosure to the disclosing Party as soon as practicable so that the disclosing Party may seek a protective order or other appropriate relief, shall reasonably cooperate with the disclosing Party in connection therewith, and shall disclose such Confidential Information only to the extent legally required or compelled to do so.

- 8. Ownership; Obligation to Return or Destroy. As between the Parties, all Confidential Information disclosed or obtained, and all inventions and developments that arise therefrom, shall be and remain the sole property of the disclosing Party. Upon request of the disclosing Party, any written Confidential Information and any other materials containing any observations relating thereto that are subject to this Agreement shall be returned to the disclosing Party or destroyed, with the receiving Party certifying that all such written Confidential Information has been returned or destroyed.
- 9. **No Other Rights Granted**. Except as provided herein, no right or license whatsoever, either express or implied, is granted to the receiving Party under any patent, patent application, or other proprietary right now or hereafter owned or controlled by the disclosing Party, and neither Party shall be obligated by this Agreement to enter into any further agreement.
- 10. **Export Control**. Each Party agrees that it shall not directly or indirectly export, re-export or transship products, any software or technical data received pursuant to this Agreement, or any direct product thereof, except in compliance with all applicable export control laws and regulations of the United States and of any other country having jurisdiction over the Parties or the transactions hereunder. Anything in this Agreement to the contrary notwithstanding, the agreements of the Parties under this Section 10 and the further assurances that each Party is required to provide under the export laws and regulation of the U.S. or any other country, if any, shall survive the expiration or termination of this Agreement and the

expiration of the three (3) year confidentiality period set forth in Section 5.

- 11. Warranties. Each Party warrants that it has the right to disclose the Confidential Information that it is disclosing hereunder. No other warranties of any kind, express or implied, are made by either Party, and all other warranties are expressly disclaimed.
- 12. **Assignment**. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.
- 13. Injunctive Relief. The receiving Party acknowledges and agrees that any breach of the covenants in this Agreement will cause the disclosing Party immediate and irreparable harm and that remedies at law for any such breach are inadequate. Accordingly, the disclosing Party shall be entitled to seek injunctive relief for any breach of this Agreement by the receiving Party. Nothing contained herein shall be construed as limiting the disclosing Party's right to any other remedies in equity or at law, including the recovery of damages for breach of this Agreement.
- 14. Entire Agreement, Choice of Law, Venue. This Agreement is the product of both of the Parties and sets forth the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one instrument. This Agreement may be modified only by written agreement of the Parties hereto. This Agreement shall be governed by the laws of the Province of Ontario, without regard to conflicts of law rules. All disputes arising out of, or relating to, this Agreement shall be brought in court in the Province of Ontario; and, the Parties hereby IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL OBJECTIONS TO THE VENUE OR IN PERSONAM JURISDICTION OF ANY SUCH COURT. THE PARTIES ALSO IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT OF TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

		BLINQ Wireless Inc.
By: (sign)	 By: (sign)	
Name: (print)	 Name: (print)	
Title:	 Title:	
Date:	 Date:	