

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)

Name: (print)

Title:

Date:

By: (sign)

Name: (print)

Title:

Date: