

BLINQ WIRELESS INC.
NON-DISCLOSURE AGREEMENT (Mutual)

THIS AGREEMENT is entered into, by and between BLiNQ Wireless Inc., 140 Renfrew Drive, Suite 205, Markham, ON L3R 6B3, Canada ("BLiNQ") and _____ ("Company"), with offices at _____ ("Company").

As BLiNQ and Company recognizes that there is a need to disclose to each other certain confidential information, and to provide for mutual agreements to protect such confidential matters, BLiNQ and Company agree as follows:

- Information in writing (orally disclosed material must be summarized within thirty (30) days of disclosure in writing) designated as "Confidential" or "Proprietary," including, but not limited to, product planning information, product specifications, and other proprietary and trade secret business and technical information, shall be held in strictest confidence and not disclosed to any third parties. BLiNQ and Company mutually agree they may disclose such information to responsible employees with a bona fide need to know, provided all such employees are instructed not to disclose such information to third parties. Each party agrees to exercise reasonable care, consistent with its protection of its own confidential information, to prevent such use or disclosure to third parties.
- Each party shall not use this information for any commercial purpose other than for general product planning purposes without the prior written permission of the other party.
- Information shall not be deemed confidential and the receiving party shall have no obligation regarding any information which is already known to the receiving party at the time it is disclosed, is or becomes publicly known through no wrongful act of the receiving party, is rightfully received from a third party without restriction on disclosure and without breach of this Agreement, is independently developed by the receiving party, is furnished to a third party by the disclosing party without similar restriction on disclosure, or is disclosed pursuant to a requirement of a government agency, court order, or otherwise by law.
- All confidential information shall remain the property of the disclosing party, and upon written request of either party, the other party shall return all confidential information disclosed and all copies thereof. Nothing contained in this agreement shall be construed as granting any rights, by license or otherwise, to any confidential information disclosed. All confidential information is provided "as is." Each party makes no warranties, express, implied, or otherwise, regarding its accuracy, completeness or performance.
- This agreement shall not be assignable by either party without the written consent of the other party. This document constitutes the entire agreement between the parties with respect to disclosure of confidential information, and shall supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties or any official or representative thereof. Any changes to this agreement must be in writing and signed by authorized principals on both sides.
- Unless earlier terminated by written agreement of both parties, this agreement shall remain in effect for five (5) years from the date as executed below by duly authorized representatives.
- The laws of the Province of Ontario shall govern this agreement, without reference to conflict of law principles, and shall be effective on the last of the dates indicated below.

BLiNQ Wireless Inc. _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____