

This Non-Disclosure Agreement (“Agreement”) effective as of the last date mentioned below is made by and between **Star Solutions International Inc. (“Star Solutions”)** and its subsidiaries and the party whose name and address is set forth below (each of whom shall be hereinafter referred to as the “Disclosing Party” or the “Receiving Party”, or individually as a “Party” and collectively as the “Parties”, as appropriate). The Parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each Party may disclose to the other certain confidential information which the Disclosing Party desires the Receiving Party to treat as confidential. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and the mutual disclosure of confidential information to each other, the Parties hereto agree as follows:

1. **Confidential Information**

(a) "Confidential Information" shall mean any nonpublic information that the Disclosing Party specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, but is not limited to, written or printed documents, product schematics or drawings, internal pictures, manuals or Installation and Initial Configuration Guides, descriptive material, specifications, source code or object code, sales and customer information, the Disclosing Party's business policies or practices, information received from others that the Disclosing Party is obligated to treat as confidential, computer disks, tapes, software, hardware, source codes, product architecture and compact disks, whether machine or user readable. If the subject matter of this NDA includes any of Star Solutions Base Station products, then any information exchanged on the Base Stations is confidential since it is a non-consumer device and is inaccessible to the general public due to the location of the device and it is only serviceable by the licensee or his designated technicians.

(b) "Confidential Information" shall not include any materials or information which the Receiving Party shows: (i) is at the time of disclosure generally known by or available to the public or which becomes so known or available thereafter through no fault of the Receiving Party; or (ii) is legally known to the Receiving Party at the time of disclosure; or (iii) is furnished by the Disclosing Party to third parties without restriction; or (iv) is furnished to the Receiving Party by a third party who legally obtained said information and the right to disclose it without any confidentiality obligations; or (v) is developed independently by the Receiving Party where the Receiving Party can document such independent development without reference to the Disclosing Party's Confidential Information.

2. **Restrictions**

(a) Receiving Party shall not directly or indirectly use, disclose, reproduce, summarize or distribute any Confidential Information for purposes other than the contemplated potential business opportunity or as otherwise expressly authorized in writing by the Disclosing Party. However, the Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Receiving Party shall treat all Confidential Information of the Disclosing Party with the degree of care it accords to its own Confidential Information, but in no event less than a reasonable degree of care. Receiving Party agrees to segregate, or at least label, all such Confidential Information to prevent commingling with confidential materials of other parties. Receiving Party may disclose Confidential Information only to the Receiving Party's employees or consultants and only on a need-to-know basis. Receiving Party shall instruct all employees and consultants given access to the Confidential Information to maintain confidentiality and to refrain from making unauthorized copies. All entities and individuals to whom Confidential Information is disclosed, must be bound by written confidentiality obligations at least as stringent as those contained herein.

3. **Rights and Remedies**

(a) Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the Receiving Party, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information then in the Receiving Party's possession or control at the Disclosing Party's request or, at the Disclosing Party's option, certify destruction of such information or materials in writing.

(c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

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(d) Disclosing Party may visit the Receiving Party's premises, with reasonable prior notice and during normal business hours, to review the Receiving Party's compliance with the terms of this Agreement.

4. **Term**

This Agreement covers the disclosure of all Confidential Information for a period of three (3) years commencing as of the last date written below. Upon the expiration or termination of this Agreement, the obligations of each party shall survive with respect to Confidential Information of the other party disclosed hereunder until such time as the Disclosing Party issues a written release of the other Party from the obligations hereunder or until such time as the respective Confidential Information becomes publicly known and made generally available through no action or inaction of the Receiving Party.

5. **Miscellaneous**

(a) All Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party in, to or under the Disclosing Party patents, copyrights, trademarks, or trade secrets. Receiving Party may not modify, reverse engineer, decompile, or disassemble any software or hardware included in Confidential Information for any reason.

(b) All Confidential Information is provided "AS IS" and the Disclosing Party makes no warranty regarding the accuracy or reliability of such information or materials. Disclosing Party does not warrant that it will release any product concerning which information has been disclosed as a part of the Confidential Information. Disclosing Party will not be liable for any expenses or losses incurred or any action undertaken by the Receiving Party as a result of the receipt of Confidential Information. The entire risk arising out of the use of the Confidential Information remains with the Receiving Party.

(c) Disclosure of Confidential Information does not create any obligation to obtain or provide any products or services or to enter into any additional contracts or agreements. Neither Party is bound to proceed with any transaction between the Parties unless and until both Parties sign a duly authorized written agreement setting forth the terms of such transaction. At any time prior to the completion of such a duly authorized written agreement, either Party may terminate the discussions and refuse to enter into any transaction for any reason or for no reason, without liability for such termination, even if the other Party performed work or incurred expenses related to such transaction in anticipation that the Parties would enter into a duly authorized written agreement regarding such transaction.

(d) This Agreement is made solely and specifically between the Parties for the benefit of the Parties hereto and is not intended to be for the benefit of, and shall not be enforceable by, any third party. In addition, neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.

(e) Neither Party may assign any rights nor delegate any duties under this Agreement without the other Party's prior written consent, and any attempt to do without that consent shall be void. This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

(f) The terms of confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop or acquire products provided that such development or acquisition is without use of the other Party's Confidential Information.

(g) This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Disclosing Party, its agents, or employees but only by an instrument in writing signed by an authorized officer of the Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

(h) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

(i) This Agreement shall be construed and controlled by the laws of the Province of British Columbia, without application of its conflict of laws principles. For purposes of this Agreement, both Parties further consent to jurisdiction of the courts in the Province of British Columbia.



**MUTUAL NON-DISCLOSURE AGREEMENT**

(j) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

(k) Notices will be in writing and will be sent to the addresses as set forth in this Agreement. Any notice may be delivered personally, by facsimile, or through internationally recognized courier and will be deemed to have been served on actual receipt. All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**Star Solutions International Inc.**  
**4600 Jacombs Road, Richmond, BC, V6V 3B1, Canada**

**Business Name:**  
**Address:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_