

# ALTAI TECHNOLOGIES LIMITED

## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT is made this day of \_\_\_\_\_, 2011

Between

Altai Technologies Limited, whose registered office is at Second Floor, East Wing, Lakeside 2, Hong Kong Science Park, Shatin, Hong Kong Special Administrative Region, China.

And

\_\_\_\_\_, whose registered office is at \_\_\_\_\_.

WHEREAS, the parties hereto wish to discuss with one another a possible business arrangement under which each party (hereinafter referred to as "Recipient") would study and evaluate commercial and technical information provided by the other party (hereinafter referred to as "Discloser") relating to Altai Smart Antenna based WiFi solution technologies (hereinafter referred to as "Field") and

WHEREAS, in order for Recipient to make such study or evaluation, it will be necessary for Recipient to have access to such information relating to the Field, some of which Discloser regards as being proprietary and confidential.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

### I. TERM OF THIS AGREEMENT

This Agreement shall be in effect for a period of 36 months from the date of signing hereof.

### II. IDENTIFICATION OF CONFIDENTIAL INFORMATION

A. During the term of this Agreement, Discloser may disclose to Recipient the following types of information, including those Discloser rightfully obtained from a third party, that may be directly or indirectly related to the Field, which includes but is not limited to, products, articles, notes, documents, plans, sketches, models, diagrams, statistics, memoranda, e-mails, drawings, charts, computer diskettes, business activities and operations, customer lists, reports, studies and business information.

B. The information described in A. above shall be deemed "Confidential Information" in case that the words "Confidential" or "Proprietary" is affixed to the relevant Confidential Information,

and in the case of an oral or visual disclosure, such Confidential Information shall be reduced to writing and delivered to Recipient within thirty (30) days of oral or visual disclosure.

C. Confidential Information shall not include information that is:

- (i) in the possession of Recipient prior to its disclosure by Discloser;
- (ii) disclosed with Discloser's permission in writing;
- (iii) available or to become available in the public domain through no fault of Recipient;
- (iv) rightfully received by Recipient from a third party without restrictions on disclosure;
- (v) independently developed by Recipient without the use of Discloser's Confidential Information;
- (vi) is disclosed pursuant to the order of any law or a governmental agency requiring disclosure thereof; provided, however, that Recipient shall have first notified Discloser of such order and afforded Discloser the opportunity to seek a protective order or injunction relating to such disclosure; or
- (vii) disclosed in connection with any civil proceeding to which either party is a party.

### III. RESPONSIBILITIES OF RECIPIENT

A. Recipient acknowledges that the Confidential Information may be commercially sensitive.

B. Recipient agrees that he/she will at all times:

- (i) keep confidential, treat as privileged, and will not directly or indirectly make or allow any disclosure, publication or dissemination, or use to be made of any Confidential Information;
- (ii) preserve and aid in preserving secrecy with regard to the Confidential Information which comes to Recipient's knowledge directly or indirectly;
- (iii) not suffer or permit any other person to have access to the Confidential Information which is in his possession or under his control;
- (iv) keep the Confidential Information in a secure place inaccessible to others and to protect the Confidential Information with at least the degree

of care with which Recipient protects his/her own confidential information, but in any case with not less than a reasonable degree of care and discretion;

- (v) not use any Confidential Information to obtain a commercial, trading or other advantage at any time, to compete with the Discloser, to further Recipient's own interest or in any manner that may be detrimental to the interest of Discloser;
- (vi) use any Confidential Information only for the purpose to study or evaluate commercial and technical information provided by the Discloser for the purpose of entering into a possible business arrangement between the parties only; and
- (vii) disclose any Confidential Information only to employees of Recipient with a "need to know" who are instructed the obligations herein and not to disclose any Confidential Information to its subsidiaries, affiliated, associated or holding companies without prior written approval of the Discloser.

C. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunction relief may be appropriate to protect such Confidential Information.

D. Upon demand by Discloser, Recipient shall:

- (i) return all Confidential Information, and any copies of such Confidential Information to Discloser; and
- (ii) destroy all Confidential Information, and any copies made and certify in writing to Discloser that all Confidential Information have been destroyed.

**IV. MISCELLANEOUS**

A. Recipient shall not acquire intellectual property rights from Discloser other than by a separate written agreement. Discloser makes no

representation or warranty, explicitly or implicitly, with respect to any Confidential Information provided, or that the use of such Confidential Information is free of any patent infringement or other claim of any third party. Nothing in this Agreement shall be deemed to create any obligation to disclose Confidential Information.

B. Either party shall not solicit Confidential Information from the other party's staff not involved in this business discussion during the Term of this Agreement.

C. This Agreement does not create any partnership, joint venture or agency between the parties.

D. Before exporting or re-exporting any Confidential Information, Recipient must comply with all applicable regulations of Hong Kong and/or other applicable agencies.

E. This Agreement is the complete and exclusive statement of the understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications. It may only be amended by way of a written document signed by both parties.

F. This Agreement shall be governed, interpreted and enforced according to the laws of the Hong Kong Special Administrative Region. All disputes arising in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be, unless otherwise agreed between the parties hereto, the country in which the respondent resides.

**V. SURVIVAL OF TERMINATION**

Save and except the disclosure of Confidential Information, all provisions herein shall survive the termination of this Agreement for a period of one (1) year.

Altai Technologies Limited

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_