



NONDISCLOSURE AGREEMENT

Agreement made this ____ day of _____, _____, by and between _____, having a principal place of business at _____ (“Recipient”), and CommScope, Inc. of North Carolina, having a principal place of business at 1100 CommScope Place, SE, Hickory, NC 28602 (“Discloser”).

1. The parties acknowledge that in furtherance of a mutual business interest Discloser may from time-to-time disclose to Recipient, or Recipient may be exposed to, certain Confidential Information as defined herein, in connection with the parties’ cooperation on the following project:

(the “Project”).

2. For purposes of this Agreement, “Confidential Information” means all information not publicly available that is disclosed by Discloser to Recipient, including, without limitation, business or technical information, financial information, market forecasts, customer lists and other customer information, business plans, strategies, contract provisions, products, volumes, prices, product configurations, component specifications, logic diagrams, technical drawings, material properties, research and development, ideas, inventions (whether patentable or not), product development plans, processes, equipment designs and other information that Recipient would reasonably understand to be non-public and/or proprietary to Discloser.

3. Confidential Information shall not include any information that:

- a) Is or becomes part of the public domain through no improper action or inaction of Recipient or any of its affiliates or Representatives (as defined below); or
- b) Is known to Recipient or any of its affiliates prior to the disclosure by Discloser, and Recipient can prove such knowledge by documentation; or
- c) Is subsequently rightfully obtained by Recipient or any of its affiliates from a third party, unless Recipient knew or reasonably should have known that such third party had no right to disclose such information, or that such disclosure was in violation of a contractual or other duty of such third party to Discloser; or
- d) Is subsequently and independently developed by or for Recipient or any of its affiliates without any breach of this Agreement; or
- e) Is approved for public release in writing by Discloser.

4. Recipient shall use the Confidential Information only as necessary in connection with the Project and shall not use Confidential Information for its own sole benefit or for any reason detrimental to Discloser. Recipient shall hold the Confidential Information in complete confidence and will not disclose any of the Confidential Information except with the specific prior written consent of Discloser or otherwise as expressly permitted by this Agreement. Recipient may disclose Confidential Information only to its employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors

(collectively, “Representatives”) who (i) require such Confidential Information in connection with the Project, and (ii) are informed by Recipient of the confidential nature of the Confidential Information and of Recipient’s obligations under this Agreement. Recipient agrees to be responsible for enforcing the terms of this Agreement as to its Representatives and to take such action, legal or otherwise, as may be necessary to cause its Representatives to comply with the terms hereof. Recipient shall restrict circulation of Confidential Information to the extent necessary to fulfill the purposes contemplated by this Agreement.

Notwithstanding the foregoing, Recipient may disclose Confidential Information if and to the extent required by any applicable law, regulation, or judicial or regulatory action, provided that prior to any such disclosure Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Confidential Information disclosed pursuant to this paragraph.

5. Confidential Information shall remain at all times the property of Discloser. Upon receipt of Discloser’s written request, Recipient will promptly return all or any requested portion of the Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Confidential Information) to Discloser, or, in the alternative, Recipient will provide Discloser with written certification stating that such Confidential Information has been destroyed. One archival copy of documents evidencing the Confidential Information may be retained by Recipient’s counsel (including internal counsel) in a secure location for verification purposes only.

6. This Agreement or disclosures made hereunder shall not be construed as granting or conferring, either expressly or by implication, any interests or rights, by licenses or otherwise, to Recipient under any patent, copyright, trademark, service mark, trade name, trade secret or other intellectual property right of Discloser. The Confidential Information is provided “AS IS” without any warranties, including, but not limited to, warranties regarding the accuracy or utility of such Confidential Information, and Discloser hereby disclaims all such warranties.

7. Recipient hereby acknowledges that the Confidential Information provided under this Agreement is subject to export laws and regulations of the United States of America (“USA”) and any use or transfer of the Confidential Information must be authorized under those regulations. Recipient agrees that it will not use, distribute, transfer, or transmit the Confidential Information or any portion thereof (even if incorporated into other products) except in compliance with USA export regulations. If requested, Recipient also agrees to sign written assurances and other export-related documents as may be required for Discloser to comply with USA export regulations.

Recipient agrees that it will not, without the prior written consent of Discloser, transmit, directly or indirectly, the Confidential Information received from Discloser hereunder or any portion thereof to any country outside of the USA.

8. Recipient agrees that there may be no adequate remedy at law for any breach of this Agreement and that Discloser, in addition to any other rights or remedies it may have, will be entitled to seek equitable relief including an injunction restraining such breach by Recipient. Recipient further agrees to cooperate fully and promptly with Discloser and its affiliates in the event any action is necessary to enforce the terms of this Agreement with respect to the activities of any third party (including any Representative of Recipient), to protect any rights provided in law or equity regarding the Confidential Information, or to remedy any injury resulting from the inappropriate or unauthorized disclosure or use of the Confidential Information.

9. This Agreement is not a commitment by any party to enter into any transaction or business relationship, nor is it an inducement for any party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by the respective parties thereto.

10. In the event that any section or sections of this Agreement should be declared to be invalid, void, illegal or unenforceable, such section or sections shall not affect, impair or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.

11. This Agreement shall be binding upon and shall inure to the benefit of the legal successors of the respective parties; provided however, that any transfer of this Agreement by either party, including without limitation by assignment, merger, consolidation or asset purchase, without the prior written consent of the other party, shall be void.

12. Neither Party shall publicly announce or disclose the existence of the Project or this Agreement or its terms and conditions, or advertise or engage in any publicity regarding the Project or this Agreement without the prior written consent of the other Party.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, USA.

14. This Agreement controls only Confidential Information disclosed during the term of this Agreement. A Party may terminate this Agreement at any time upon thirty (30) days written notice, provided that all obligations relating to or affecting the protection, use or disclosure of Confidential Information disclosed prior to such termination shall continue in perpetuity after any termination or expiration of this Agreement for any reason whatsoever.

15. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (i) by personal delivery (when actually delivered); (ii) by overnight courier (upon written verification of receipt); (iii) by telecopy or facsimile transmission (upon acknowledgement of receipt of electronic transmission); or (iv) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices shall be addressed as follows:

TO: CommScope, Inc. of North Carolina
Attn:
1100 CommScope Place, SE
Hickory, NC 28602
(828) 431-2520 (fax)
with a copy to: General Counsel

TO: RECIPIENT

() - (fax)

Either party may change its address by a notice given to the other party in the manner set forth above.

16. Each party intends that a facsimile of its signature printed by a receiving fax machine or an electronic copy of its signature (stored in a PDF software application format) be regarded as an original signature and agrees that this Agreement can be executed in counterparts.

17. This Agreement represents the entire agreement between the parties and supercedes all prior agreements, oral or written dealing with the subject matter contained herein. Any changes to this Agreement must be in writing and signed by an authorized representative of both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

RECIPIENT

By: _____
Name: _____
Title: _____
Date: _____

COMMSCOPE, INC. OF NORTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____