

## OUTGOING NON-DISCLOSURE AGREEMENT

AGREEMENT, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date") between DELTA MOBILE SYSTEMS, INC., with offices located at 645 Tollgate Road, Suite 300, Elgin, IL 60123 (hereinafter "DMS") and with

\_\_\_\_\_ with

offices located at \_\_\_\_\_

\_\_\_\_\_ (hereinafter "The Company").

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, it is agreed as follows:

1. CONFIDENTIAL INFORMATION is received by The Company for the sole purposes of evaluation and its discussions with DMS only. CONFIDENTIAL INFORMATION includes any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is furnished or made available by or on behalf of DMS to The Company, whether furnished or made available before or after the date of this Agreement, whether or not labeled or otherwise identified as confidential and regardless of its form, format, media or mode of disclosure (written, verbal, visual, electronic or other), including, but not limited to, trade secrets, research and development activities, data, know-how, formulas, algorithms, technical data, processes, designs, plans, drawings, specifications, improvements, discoveries, patterns, compilations, code, mechanisms, samples, reports, customer and supplier names, pricing information, market definitions, inventions, ideas, engineering, method of manufacture, and/or any discussions between the parties regarding other potential business relationships. The Company agrees that it will not discuss CONFIDENTIAL INFORMATION with any person, including other DMS employees and consultants, not demonstrating and requiring a need to know.

2. The Company shall (1) restrict dissemination of CONFIDENTIAL INFORMATION to only those employees who must be directly involved in evaluation of the CONFIDENTIAL INFORMATION and shall (2) use at least the same degree of care as for its own information of like importance, but no less than reasonable care, in safeguarding against disclosure of CONFIDENTIAL INFORMATION.

3. The Company shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of DMS.

4. During the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by The Company shall be construed as CONFIDENTIAL INFORMATION which is now available or becomes available to the public without breach of this Agreement, is lawfully obtained from a third party or parties without a duty of confidentiality, is proven to be known to The Company prior to such disclosure as demonstrated by adequate written documentation, or is at any time independently developed by The Company by personnel without using or otherwise having direct or indirect access to any of the CONFIDENTIAL INFORMATION. The Company shall not produce or disclose the CONFIDENTIAL INFORMATION or any portion thereof in any form to any third party.

5. The Company agrees to take precautions necessary and appropriate to guard the confidentiality of the CONFIDENTIAL INFORMATION, including informing its employees who receive copies of such document that it is confidential and not to be disclosed to others.

6. That the term of this Agreement shall commence on the Effective Date and shall terminate three (3) years from such Effective Date. Either party may earlier terminate this Agreement by giving written notice thereof to the other party.

7. Upon termination or upon the request of DMS, all CONFIDENTIAL INFORMATION in record bearing media or other tangible form, and any copies thereof made by The Company, shall be either destroyed and its destruction certified in writing or, at DMS' written request, returned to DMS. The Company's obligations under this Agreement to keep confidential and restrict use of the CONFIDENTIAL INFORMATION shall survive expiration or termination of this agreement and these obligations shall (i) exist for a period of five (5) years from the date of expiration or termination of this Agreement for non-trade secret Confidential Information, and (ii) survive the termination or expiration of this Agreement for trade secret Confidential Information as long as such Confidential Information remains a trade secret.

8. The Company shall not export, directly or indirectly, any technical data acquired from DMS under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.

9. DMS is the exclusive owner of the CONFIDENTIAL INFORMATION and is the exclusive owner of all right, title, and interest, including any and all intellectual property

rights, in the CONFIDENTIAL INFORMATION. Notwithstanding any other provision of this Agreement, no license or conveyance, whether express, implied or otherwise, of any rights under any DMS intellectual property, including, but not limited to, any discoveries, inventions, copyrights, trade secrets, trademarks, mask works or patents relating to or arising from the CONFIDENTIAL INFORMATION, is hereby given or intended to be given to The Company.

10. The Company shall not use any of the CONFIDENTIAL INFORMATION in the development of nor merge any of the CONFIDENTIAL INFORMATION into any product of The Company or of a third party and that DMS is the exclusive owner of any derivative works of the CONFIDENTIAL INFORMATION.

11. DMS MAKES NO WARRANTIES EXPRESS OR IMPLIED TO THE COMPANY AND DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ANY LIABILITY FOR REMOTE DAMAGES INCLUDING LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES AND ASSUMES NO OBLIGATIONS EXCEPT AS SPECIFICALLY IDENTIFIED IN THIS AGREEMENT.

12. The Company shall not disclose the terms or the existence of this agreement to any third party and may not use either DMS' or DMS' name in any public communications without the prior written consent of DMS. The Company shall not use any Trademark of DMS, or any word or symbol likely to be confused with any DMS Trademark, either alone or in any combination with another word or words.

AGREED:

DELTA MOBILE SYSTEMS, INC.

By: \_\_\_\_\_  
(Authorized Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

13. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall recruit employees of the other party. This restriction shall not preclude the employment of the other party's employees who respond to a general advertisement or other similar method that is not directed towards the other party's employees.

14. This Agreement shall be governed by the laws of the State of Illinois and may only be modified by a written instrument executed by an authorized representative of each of the parties.

15. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party. Any attempted assignment or delegation without such consent will be void.

16. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

17. This Agreement constitutes the entire understanding of the parties and supersedes all prior understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the Effective Date first written above.

The Company

By: \_\_\_\_\_  
(Authorized Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_