



Intelligent Airwave
Mutual Non-Disclosure and Confidentiality Agreement

This MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (this Agreement) is made and entered into by and between: (Intelligent Airwave Inc., a Delaware corporation having its principle place of business at 14252 Culver A833, Irvine, CA 92604; and _____, with its principal offices located at _____ each of the above being a Party; and collectively, the Parties) with reference to the following:

1. **Business Relationship.** The sole purpose of this Agreement is to prevent the unauthorized disclosure or use of each Party's confidential and proprietary information in furtherance of the current or anticipated business relationship between them relating to: _____ (the Business Relationship). This Agreement does not form any such Business Relationship between the Parties or otherwise obligate them except as expressly set forth herein.
2. **Confidential Information.** Confidential Information of a Party shall mean any and all written or oral information about or belonging to such Party that such Party designates orally or in writing as being confidential. Further, the parties agree that confidential information shall include without limitation all creations, idea, concept, invention, design, data, information, know-how, processes, process parameters, methods, products, practices, designs, fabrication techniques, technical plans, algorithms, computer programs of any kind, documentation, customer lists, prices lists, supplier lists, business plans, marketing plans, financial information, and the like, in whatever form or medium, and whether or not designated or marked "Confidential" or the like, which: (1) relate to the business of Intelligent Airwave and (a) which have not been disclosed by Intelligent Airwave to the general public or Intelligent Airwave's trade or industry, or (b) which _____ knows or has good reason to know are not generally known to the general public or to Intelligent Airwave's trade or industry; or (2) are received by Intelligent Airwave from a third party under an obligation of confidentiality to the third party.
3. **Acknowledgement Disclaimer.** Each Party acknowledges and agrees that: (i) during the course of the Business Relationship, such Party (the Recipient) may receive or be exposed to the Confidential Information of the other Party (the Owner) regardless of whether Recipient affirmatively requests, or Owner affirmatively approves, such receipt or exposure; and (ii) Owner shall retain full ownership of its Confidential Information, and nothing herein shall be construed as a license, transfer, or assignment of any Confidential Information to Recipient.
4. **Uses and Disclosure of Confidential Information.**
 - 4.1 **Permitted Use and Disclosure.** Recipient may use Owners Confidential Information solely to further the purposes of the Business Relationship and for no other purposes whatsoever. Recipient shall strictly maintain the confidentiality of such Confidential Information using at least the same degree of care customarily used by Recipient to protect its own Confidential Information, but under no circumstances less than a reasonable degree of care.
 - 4.2 **Related Duties.** Recipient shall: (i) promptly deliver to Owner upon Owners request all materials in Recipients possession in which Owners Confidential Information is embodied; (ii) use its best efforts to prevent any unauthorized use or disclosure of such Confidential Information; (iii) notify Owner in writing immediately upon discovery of any such unauthorized use or disclosure; and (iv) cooperate with Owner in every reasonable way to regain possession of such Confidential Information and to prevent further unauthorized use and disclosure thereof.
 - 4.3 **Restrictions.** Except as may be expressly permitted by Section 4.1 hereof, Recipient shall not: (i) use any portion of Owners Confidential Information in any way; (ii) disclose any portion of such Confidential Information to any person, entity, or third party; or (iii) sell, lease, rent, license, assign, or otherwise transfer any portion of such Confidential Information, or any products or services embodying or utilizing any such portion.


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4.4 General Exceptions. Notwithstanding the applicable duties and restrictions of this Section 4, Recipient shall bear no liability to Owner with respect to Recipients use or disclosure of any portion of Owners Confidential Information to the extent that Recipient materially demonstrates by written evidence that, through no breach of any duty of confidentiality owed by Recipient to Owner or to any third party, such portion: (i) is at the time of its disclosure to Recipient by Owner already in Recipients lawful possession; (ii) is or becomes lawfully received by Recipient, without restriction on its use or disclosure, from a third party having no duty of confidentiality to Owner or to any third party with respect to such portion, but only as of the time of such lawful receipt by Recipient; (iii) lawfully is or becomes part of the public domain, but only as of the time such portion so becomes a part of the public domain; or (iv) is lawfully, independently developed by Recipient without reference to or use of Owners Confidential Information, but only as of the time of such independent development.

4.5 Legal Exceptions. Further notwithstanding the applicable duties and restrictions of this Section 4, Recipient may disclose any portion of Owners Confidential Information as may be expressly required by law, governmental rule, regulation, executive order, court order, or in connection with litigation between the Parties; provided that prior to making any such disclosure, Recipient shall use its best efforts to limit the scope and duration of such disclosure to the strictest possible extent.

5. Term, Termination, and Survival. This Agreement shall remain in full force and effect for the duration of the Business Relationship. Upon written notice from one Party to the other, this Agreement may be terminated solely with respect to then undisclosed Confidential Information. The Parties respective rights and obligations hereunder shall survive termination and remain in full force and effect with respect to each portion of Confidential Information disclosed prior to receipt of such written notice for a period of five (5) years after the disclosure of such portion.

6. Remedies. The Parties acknowledge and agree that the unauthorized disclosure or use of Confidential Information is likely to give rise to irreparable injury to Owner for which Owner will have no adequate remedy at law. Accordingly, in the event of an actual or threatened unauthorized disclosure or use of Confidential Information in violation hereof, Owner shall be entitled to obtain injunctive relief against Recipient in addition to all other remedies available to it at law or in equity.

7. General Terms. The sole relationship between the Parties shall be that of independent contractors. Neither Party shall transfer or assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed therein, without regard to that body of law pertaining to conflicts of laws. Any controversies between the Parties arising hereunder shall be adjudicated before a court of competent jurisdiction located in Orange County, California. The Parties may amend this Agreement solely by an instrument in writing signed on behalf of each Party. A waiver with reference to one event or one portion of Confidential Information shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event or any other portion thereof. Unenforceable provisions hereof, if any, as applied to particular circumstances shall be reformed to the extent strictly necessary to render such provisions enforceable when applied to such particular circumstances. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

Intelligent Airwave Inc. _____

Position: _____

by: _____

signature: _____

date: _____

Position: _____

by: _____

signature: _____

date: _____