



## Non-Disclosure Agreement

Effective Date:  
Participant Company:  
Participant Address:

September 17, 2009  
K&M Communications Pvt Ltd  
210 B Swappalok Complex  
S.D. Road, Secunderabad 500 003 India  
+91 40 40171313

Phone Number:

This Non-Disclosure Agreement ("Agreement") is entered by and between Research In Motion UK Limited whose registered offices are at Centrum House, 36 Station Road, Egham, TW20 9LF, Research In Motion Limited, having offices at 295 Phillip Street, Waterloo, Ontario, Canada N2L 3W8 (collectively "RIM") and the "Participant" identified above (each a "Party" and together the "Parties"). In order to protect certain Confidential Information, as described below, RIM and the Participant agree as follows:

1. **Disclosing Party** The Party disclosing the Confidential Information (the "Discloser") is (check one only):

☐ RIM ☐ Participant ☒ Both Parties

2. **Description of Confidential Information** "Confidential Information" is any information in whatever form or medium (and includes any copies of such information that receiving Party ("Recipient") is authorized to make hereunder) that is: (a) proprietary or confidential to Discloser or its affiliated companies or to their respective customers, suppliers or other business partners including, without limitation, information that is embedded in, or related to a RIM product or the development, testing or commercial exploitation thereof, in whatever form or media; (b) is either specifically identified as confidential prior to or at the time of its disclosure or would reasonably be considered confidential in the wireless communications industry; and (c) directly or indirectly disclosed or to which the Recipient is otherwise provided access by Discloser or on Discloser's behalf. For the purposes of clarification, in relation to any discussions relating to patent rights, any prior art identified by Discloser as a result of Discloser expending time and/or money shall constitute Confidential Information and may be used, reproduced or disclosed only as specifically provided herein.

3. **Purpose** In this Agreement "Purpose" means: (i) assessing the desirability or viability of establishing or furthering a business or contractual relationship between the Parties; and (ii) to the extent this Agreement is incorporated by reference into any other agreement between the Parties, achieving the objectives of that agreement.

4. **Use, Disclosure and Reproduction** Except as specifically provided herein, Recipient shall hold Confidential Information in strict confidence. Recipient shall use and reproduce the Confidential Information only to the extent reasonably required to fulfill the Purpose. It shall not be a breach of the obligations of the Recipient if the Recipient provides access to Confidential Information to, and authorizes the use and reproduction of the Confidential Information as is reasonably required to fulfill the Purpose by: (a) wholly owned subsidiaries of RIM ("Subsidiaries") and/or (b) Recipient's employees ("Employees"), provided that Recipient is vicariously liable for the failure of any Subsidiary and/or Employee to whom Confidential Information is disclosed to comply with Recipient's obligations hereunder and further provided that the Subsidiary and/or Employee: (i) has a need to know the Confidential Information to fulfill the Purpose; and (ii) has entered into a confidentiality undertaking with Recipient with terms that afford no less protection to the Confidential Information than the terms of this Agreement. Recipient may also disclose Confidential Information if and only to the extent: (i) it is required to do so by any law, court or regulatory agency or authority, provided that Recipient gives Discloser sufficient notice to enable it to seek an order limiting or precluding such disclosure; or (ii) Discloser gives its prior written authorization to do so which is signed by an officer of the Discloser. Recipient agrees that except to the extent that the Discloser is expressly precluded by law from prohibiting Recipient from doing so, Recipient shall not alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, convert into human readable form, or reverse engineer all, or any part, of any materials to which it is provided access by Discloser.

5. **Disclosure Period** This Agreement pertains to Confidential Information that is disclosed between the Effective Date and three (3) years thereafter unless sooner terminated in writing by either Party upon fifteen (15) days prior written notice.

6. **Confidentiality Period** Recipient's duties with respect to Confidential Information under this Agreement expire five (5) years from the date of its disclosure hereunder (except for trade secrets, which shall remain subject to the terms of this Agreement for so long as they constitute trade secrets).

7. **Standard of Care** Recipient shall use a reasonable degree of care to prevent the unauthorized use, reproduction, dissemination or publication of the Confidential Information, which shall not be less than the degree of care Recipient uses to protect its own Confidential Information of a similar nature. For clarification, this does not permit Recipient to allow third parties to whom it generally permits access to Recipient's Confidential Information, access to Discloser's Confidential Information.

8. **Exclusions** Information that Recipient can establish: (a) was lawfully in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge other than as a result of: (i) a breach by Recipient of the obligations imposed by this Agreement; or (ii) a breach by Recipient of any other duty of confidentiality relating to the

Confidential Information; or (c) was independently developed or discovered by Recipient, shall not be considered Confidential Information under this Agreement.

9. **Return of Confidential Information** Upon expiration or termination of this Agreement, at the Discloser's request, the Recipient shall promptly return all Confidential Information received from the Discloser (including, without limitation, any summaries of orally disclosed information and all copies thereof in its possession or control and/or in the possession or control of its Employees and Subsidiaries) or will certify through an officer of the Recipient that all Confidential Information received from the Discloser (including, without limitation, any summaries of orally disclosed information and all copies thereof in its possession or control) has been destroyed. For greater certainty, failure of the Discloser to make such request of Recipient shall not entitle Recipient to make any further use of the Confidential Information or otherwise extend Recipient's rights set forth herein after expiration or termination of this Agreement and Recipient specifically agrees to cease any further use of Discloser's Confidential Information.

10. **Intellectual Property Rights, Warranties and Disclaimers** Other than the rights expressly granted in clause 4, nothing in this Agreement is to be construed as granting or conferring any rights, by license or otherwise, expressly or by implication, in respect of Confidential Information or any intellectual property rights therein or the right to obtain or apply for such rights under this Agreement. Recipient acknowledges that the Confidential Information has been developed at significant cost and has significant commercial value to Discloser and that knowledge of all or any part of the Confidential Information may constitute insider information under securities laws or yield a competitive advantage over others not having such knowledge. The Discloser gives no warranty, express or implied, in respect of the Confidential Information. Any information disclosed under this Agreement is disclosed "As Is". The Discloser accepts no responsibility for any expenses or losses incurred or actions undertaken by the Recipient as a result of the Recipient's receipt of the Confidential Information. It is understood by the Recipient that the Discloser does not warrant or represent that it will enter into any further contract with the Recipient in connection with the development or supply of any product or services to which the Confidential Information relates.

11. **Publication** The existence of this Agreement, and of any relationship between the Parties concerning the Confidential Information, is confidential and neither Party will publish or permit to be published, any information about their relationship or about the Purpose, unless that information has first been approved for publication by the other Party.

12. **No Agency** This Agreement does not create any agency or partnership relationship between the Parties.

13. **Assignment** This Agreement may not be assigned by either Party without Discloser's express prior written authorization, not to be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

14. **Remedies** Without prejudice to any other rights and remedies that the Discloser may have, the Recipient agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Recipient of this Agreement. The Recipient agrees that the Discloser will be entitled without proof of special damages to the remedies of an injunction and other equitable relief for any actual or threatened breach by the Recipient of this Agreement.

15. **Entire Agreement/Modifications** This Agreement contains all of the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral discussions, understandings or agreement between the Parties relating to such subject matter. Neither Party to this Agreement has been induced to enter into this Agreement by a statement or promise which it does not contain.

16. **Variation** No variation of this Agreement shall be effective unless in writing and signed by a director or other duly authorised officer of each of the Parties.

17. **Waiver** No failure or delay by any Party to exercise any right, power, or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

18. **Third Parties** The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.

19. **Counterparts** This Agreement may be signed in two or more counterparts each of which together will be deemed to be an original and all of which together will constitute one and the same instrument. Signing of this Agreement and transmission by facsimile document transfer will be acceptable and binding upon the Parties hereto.

20. **Severability** If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force.

21. **Governing Law** This Agreement will be governed by and construed in accordance with English Law. The courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction.

RESEARCH IN MOTION LIMITED AND RESEARCH IN MOTION UK LIMITED

By:

Printed Name:

Title:

Date:

6th October 2009

PARTICIPANT: KERN COMMUNICATIONS PVT LTD

By:

Printed Name:

Title:

Date:

NDA Standard Europe 021309.doc

RIM STRICTLY CONFIDENTIAL