PROJECT OBSIDIAN

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this “Agreement”) shall govern the conditions under which Huber+Suhner AG (“Huber+Suhner”) has agreed to discuss apossible transaction known as Project Obsidian (the “Potential Transaction”) with a company that is a leading manufacturer and provider of branded network connectivity solutions and whose name shall be disclosed on the signature page hereof upon Huber+Suhner’s execution hereof (such company, together with its subsidiaries and affiliates, the “Company”). Company and Huber+Suhner may be referred to herein individually as a “Party” or collectively as the “Parties.” Discloser and Huber+Suhner may be referred to herein individually as a “Party” or collectively as the “Parties” or as a “Discloser” or “Recipient” as applicable.

1. As a condition to such discussions, Recipient agrees to keep strictly confidential all information conveyed by the Discloser or the Discloser’s Representatives (as defined below), including Lincoln International LLC and its affiliates (“Lincoln”), to Recipient or by Recipient or on Recipient’s behalf to Recipient’s Representatives (as defined below) in connection with the Potential Transaction, in whatever form, whether written or oral, hereinafter referred to as the “Confidential Information,” and to refrain from using the same except as provided below. A Party’s “Representatives” shall mean all of the Party’s subsidiaries and its and their respective officers, directors, employees, attorneys, accountants, consultants, agents and financial advisors. For the avoidance of doubt, Recipient’s Representatives hereunder shall not include any actual or potential debt financing sources, equity financing sources or equity co-investors. Recipient’s “Representatives” shall be further defined to mean only those of its Representatives to whom the Confidential Information has been or hereafter is provided.
2. This Agreement will confirm Recipient’s agreement to retain in strict confidence all Confidential Information, unless such information (i) is, was or becomes available to Recipient or Recipient’s Representatives from a source other than the Discloser or the Discloser’s Representatives, provided that such other source of information is not known by Recipient after due inquiry to be in violation of any other obligation of confidentiality or nonuse with respect to such information, (ii) was or becomes available to the public from a source other than Recipient or Recipient’s Representatives, or (iii) is independently developed by Recipient or Recipient’s Representatives without the use of or reference to any Confidential Information. Recipient will use such Confidential Information only in connection with Recipient’s consideration of whether to enter into the Potential Transaction withthe Discloser and, except as otherwise expressly permitted herein, will not otherwise use it in Recipient’s business or disclose it to others. Recipient shall have the right to communicate the Confidential Information to Recipient’s Representatives assisting with the Potential Transaction, provided that each such person shall be (x) informed of the confidential nature and non-use restrictions of the Confidential Information and (y) directed to abide by the terms of this Agreement. Recipient hereby agree that Recipient will be responsible for any breach of any provision of this Agreement by Recipient or Recipient’s Representatives. Recipient agree to direct all requests for information to Lincoln. Recipient agree not to initiate, contact, or engage in discussions with any officer, manager, director, equityholder, employee, customer, supplier or financing source of the Discloser regarding the Potential Transaction without the prior written consent of the Discloser, the Discloser’s legal counsel, or Lincoln. Recipient agree that, without prior written consent of the Discloser and except in accordance with the provisions set forth in this Agreement with respect to a Required Disclosure (as defined below), Recipient will not disclose to any other person (other than Recipient’s Representatives assisting with the Potential Transaction) that Recipient have received Confidential Information, that Recipient are in discussions or negotiations with the Discloser as to the Potential Transaction, that the Discloser is considering the Potential Transaction or the terms, conditions or other facts relating to a Potential Transaction. Except with the prior written consent of the Discloser, Recipient and Recipient’s Representatives will not enter into any discussions, negotiations, agreements, arrangements, or understandings (whether written or oral) with any person regarding the Potential Transaction, other than the Discloser, Lincoln or their respective Representatives.
3. Company acknowledges that (i) the shares of Recipient are listed on the Swiss Stock Exchange and (ii) the discussions regarding the Potential Transaction and some or all of the Recipient Confidential Information is or may be price sensitive information with respect to the securities of Recipient. Accordingly, Company warrants that the Company and Company Representatives will comply with applicable laws and regulations relating to the use, exploitation and/or unauthorized disclosure of information which is prohibited by applicable insider trading laws and regulations.
4. For a period of two (2) years from the date of this Agreement, Recipient and Recipient’s Representatives (excluding Representatives who are attorneys, accountants, consultants, agents and financial advisors so long as such Representatives are not acting on Recipient’s behalf with respect to employee solicitation or hiring) agree not to directly or indirectly solicit for employment or employ any Employee (as defined below) of the Discloser, other than any solicitation through a public general advertisement or through the use of search firms (in each case not directed at, or targeted to, the Discloser or any of the Discloser’s Employees). “Employee” shall be defined any individual who then currently is, or who within six months immediately prior thereto was, an employee of the Discloser, in each case where Recipient or any of Recipient’s Representatives have had direct contact with such individual (or where such individual become known to Recipient or any of Recipient’s Representatives) in connection with the Potential Transaction.
5. Recipient acknowledge that neither the Discloser nor any of the Discloser’s Representatives makes any representation or warranty, express, implied or otherwise, as to the accuracy or completeness of such Confidential Information and that neither the Discloser nor any of the Discloser’s Representatives shall have any liability to Recipient as a result of Recipient’s reliance on or use of such Confidential Information. Recipient agree that, unless and until a definitive acquisition agreement is executed between Recipient and the Discloser (and only to the extent provided for therein), the Discloser has no legal obligation of any kind whatsoever with respect to any transaction (including the Potential Transaction) by virtue of this Agreement or otherwise. Notwithstanding the preceding sentence, nothing in this Agreement shall prohibit the enforcement of any binding terms of an executed letter of intent or any other definitive written agreement between Recipient and the Discloser.
6. Recipient acknowledge that (i) the Discloser and Lincoln will conduct the process for the Potential Transaction in their sole discretion (including, without limitation, negotiating with any prospective party and entering into definitive agreements without prior notice to Recipient or any other person), (ii) any procedures relating to the Potential Transaction may be changed at any time without notice to Recipient or any other person, (iii) the Discloser shall have the right, in its sole discretion, to reject or accept any potential party, proposal, or offer, and to terminate any discussions and negotiations, at any time and for any or no reason, and (iv) Recipient shall have no claims whatsoever against the Discloser or the Discloser’s Representatives (including Lincoln) arising out of or relating to such actions.
7. Promptly upon a written request by or on behalf of the Discloser, Recipient agree to, at Recipient’s election, return or destroy (and Recipient shall confirm all such destruction in writing by an authorized signatory) all Confidential Information in Recipient’s or Recipient’s Representatives’ possession or to which either Recipient or Recipient’s Representatives have access, including all materials, notes, copies or reproductions (in whatever form or medium, including, without limitation, electronic copies) of or containing Confidential Information prepared by Recipient or Recipient’s Representatives. Notwithstanding the foregoing, Recipient and Recipient’s Representatives shall (i) be permitted to retain a copy of the Confidential Information to the extent required to comply with applicable law or regulatory authority or written and established internal document retention policies and (ii) not be required to destroy, delete, or modify any backup tapes or other media pursuant to automated archival processes in Recipient’s ordinary course of business, provided in each case (i) and (ii) herein, any such Confidential Information retained shall remain subject to the confidentiality obligations of this Agreement for so long as such Confidential Information is retained.
8. In the event that Recipient or any of Recipient’s Representatives is required by any law, regulation, or legal, regulatory, or judicial process or proceeding or by the rules of any recognized stock exchange, to disclose any Confidential Information, Recipient may do so provided that Recipient will: (i) to the extent legally permissible and if circumstances permit, provide the Discloser with prompt written notice of such requirement prior to the disclosure; (ii) give the Discloser all available information, reasonable assistance and necessary authority to enable the Discloser to take the measures that the Discloser, in its sole discretion and at the Discloser’s cost and expense, may deem appropriate or necessary to protect the Confidential Information from disclosure; (iii) limit what is disclosed to the maximum extent possible under law or regulation and (iv) use reasonable efforts to obtain assurances that any Confidential Information disclosed will be accorded confidential treatment. A disclosure pursuant to this paragraph is herein referred to as a “Required Disclosure.”
9. No failure or delay by the Parties in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement and that, as a remedy for any such breach, the respective Party shall be entitled to specific performance, injunctive, and/or other equitable relief. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or equity. In addition to the Party’s other rights hereunder, the respective Party retains all rights and remedies the respective Party may have under applicable law. In the event of any litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by a party hereto, then the breaching party (as so determined) shall reimburse the non-breaching party for all of its reasonable and documented costs and expenses (including, without limitation, reasonable and documented legal fees and expenses) incurred in connection with any such litigation.
10. This Agreement and all matters arising from or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of law principles thereof. In connection with any dispute arising out of this Agreement, each of the Parties (i) irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, (ii) agrees not to bring any claim regarding such a dispute in any other court and (iii) agrees to waive unconditionally any objection to the laying of venue in such forum, including any claim of inconvenient forum or that such court does not have jurisdiction over any party hereto. The Parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PROVIDED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT.
11. Recipient agree and acknowledge that this Agreement cannot be amended or terminated, and no provision may be waived or modified, without the written consent of both Recipient and the Discloser.
12. Huber+Suhner acknowledges that the review of its Confidential Information by the Company may serve to give the Company a deeper understanding of Infinite’s industry in a way that may not be able to be separated from the Company’s other knowledge and Huber+Suhner agrees that, without in any way limiting the Company’s obligations hereunder, this Agreement shall not restrict the Company’s use of such overall knowledge and understanding of Huber+Suhner’s industry for the Company’s own internal purposes, including the purchase, sale, consideration of, and decisions related to other investments. For the avoidance of doubt, Company acknowledges that Huber+Suhner under this provision, grants neither a licence nor a right to use intellectual property rights of Huber+Suhner.
13. For the avoidance of doubt, Huber+Suhner acknowledges that certain directors, officers, and employees who serve on the board of directors (or similar governing body) of one or more of the affiliates or portfolio companies of the Company may also serve as a Representative of the Company or in another position or role at the Company (a “Dual Representative”) and no such affiliates or portfolio companies will be deemed to have received such Confidential Information solely as a result of such dual role of any such Dual Representative, provided that such Dual Representative shall not have disclosed any Confidential Information of Huber+Suhner to such affiliate or portfolio company.
14. Except as provided herein, this Agreementwill continue for a period of two (2) years from the date hereof.

\* \* \* \*

The undersigned is duly authorized to bind Recipient to this Agreement.

**Huber+Suhner AG:**

(Please print)

By:

(signature)

Name:

(please print)

Title:

(please print)

Date:

**Company:**

(To be inserted following Recipient’s execution)

By:

(signature)

Name:

(please print)

Title:

(please print)

Date:

*[Signature Page to Project Obsidiarn Confidentiality Agreement]*