

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on **29 January 2019** (the "**Effective Date**"), by and between **DTC Communications, Inc.**, a company incorporated in New Hampshire, whose registered address is 2303 Dulles Station Blvd, Suite 205, Herndon, VA 20171 ("**Company**"); and **INSERT NAME**, a company incorporated in **STATE**, whose registered address is **INSERT ADDRESS** ("**Counterparty**") hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS the Parties, for their mutual benefit, may already have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

- 1.1. "**Purpose**" shall mean any discussions and negotiations between or within the Parties for the establishment of future consultancy, license or services contracts concerning or in connection with DTC's Cellular Solutions including, but not limited to, the NIMBUS and ancillary products.
- 1.2. "**Confidential Information**" shall mean any information or data relating to products, software, network management information and services and information relating to a Party's business or affairs including that of its parent, associated, affiliated and subsidiary companies or which is otherwise related to the Purpose, which is disclosed whether in writing, orally or by any other means to one Party (the "**Receiving Party**") by the other Party (the "**Disclosing Party**"), or by a third party on behalf of the Disclosing Party, or to a third party on behalf of the Receiving Party or which is otherwise obtained by the Receiving Party from the Disclosing Party, whether before or after the date of this Agreement. This shall exclude any part of such disclosed information or data which: (i) is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party; or (ii) the Receiving Party can show: (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (b) to have been independently developed by or for the Receiving Party at any time without use of Confidential Information disclosed to it by the Disclosing Party; or (c) to have been obtained by it or made available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or (d) is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or (e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

2. Handling of Confidential Information

- 2.1. The Receiving Party shall: (i) maintain the Disclosing Party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party applies to its own Confidential Information which the Receiving Party warrants as providing adequate protection against unauthorized disclosure or access, copying or use; (ii) arrange proper and secure storage for Confidential Information which is in the form of documents, papers, computer disks, magnetic tapes or any other tangible form; and (iii) subject to clause 3.3, ensure that disclosure of such Confidential Information is restricted to those of its employees or directors having the need to know the same for the Purpose.
- 2.2. Copies or reproductions of the Confidential Information shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Disclosing Party. All Confidential Information and copies thereof shall be returned to the Disclosing Party within thirty days of receipt of a written request from the Disclosing Party.
- 2.3. Nothing contained in this Agreement shall be construed as overriding or being in prejudice of any classification or export control regulation applicable to any part of the Confidential Information. Moreover, a Receiving Party shall not in any way transfer Confidential Information received hereunder outside of the country in which it received it or to foreign nationals, businesses or governments without the prior written consent of the Disclosing Party.

3. Limitations and Warranty

- 3.1. The Receiving Party shall: (i) not divulge the Disclosing Party's Confidential Information, in whole or in part, to any third party (subject to clause 3.3 below); (ii) use the Disclosing Party's Confidential Information only for the Purpose; (iii) make no use of the Disclosing Party's Confidential Information or any part thereof without the prior written consent of the Disclosing Party; and (iv) not make any press releases with regard to the subject matter hereof or the existence of this Agreement without the prior written consent of the Disclosing Party and agreement on the medium, format and content of such press release. Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure required by law of the Disclosing Party's Confidential Information provided that to the extent possible it gives the Disclosing Party not less than two business days' written notice of the need to disclose.
- 3.2. The Disclosing Party warrants it has the unrestricted right to disclose its Confidential Information to the Receiving Party and to authorise the Receiving Party to use the Confidential Information for the Purpose, but does not warrant the sufficiency or suitability of the Confidential Information for the Purpose or any other purpose.
- 3.3. Subject to clause 2.3, nothing in this Agreement shall prevent the Receiving Party divulging the Disclosing Party's Confidential Information to the Receiving Party's parent, associated, affiliated and subsidiary companies, its or their professional advisers or to individual third party contractors acting on its or their behalf insofar as such disclosure is reasonably necessary for the Purpose, provided that in each case the Receiving Party shall ensure that the provisions of clause 2 shall be complied with in all respects by those parties, and that those Parties are under an obligation of confidentiality providing at least equivalent protection to the obligations contained in this Agreement.

4. Disclaimer

All rights in Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly recited or provided herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right held now or in the future, made, obtained or licensable by either Party. Nothing in this Agreement or its operation shall constitute an obligation on either Party to enter into the aforesaid business relationship or shall preclude, impair or restrict either Party from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

5. Notices

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that party's Commercial Director/Company Secretary. The date of service shall be deemed to be the business day following the day on which the notice was transmitted or posted as the case may be.

6. Termination

This Agreement shall continue in force from the date hereof until terminated by mutual consent or by either Party by giving to the other not less than one month's prior written notice. Disclosed Confidential Information shall remain subject to the provisions of clauses 1, 2 and 3 notwithstanding any termination of this Agreement.

7. Non-Assignment

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

8. Entire Agreement, Governing Law and Jurisdiction

- 8.1. This Agreement and any documents expressly incorporated herein by reference comprise the entire agreement between the Parties in relation to the matters referred to herein and supersede any previous agreement, arrangement, communication and negotiation (whether written or oral) between the Parties relating thereto. In entering into this Agreement no Party may rely on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of the other Party on or before the Effective Date of this Agreement, and each of the Parties waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, save that nothing herein shall exclude either Party's liability for fraudulent misrepresentation.
- 8.2. The interpretation, construction and effect of this Agreement and of any non-contractual obligations arising out of or in connection with it shall be governed and construed in all respects in accordance with the Laws of the State of Virginia and the Parties hereby submit to the jurisdiction of the Virginia courts.

9. **Severability**

If any provision hereof shall be held by a court of competent jurisdiction to be invalid or void such provision shall be deleted and the remainder thereof shall remain in full force and effect, and the Parties shall substitute for the invalid or void provision a valid provision most closely approximating the economic effect and intent of the invalid or void provision.

10. **Remedies**

The Parties hereby acknowledge that damages may be an inadequate remedy for any breach of this Agreement and that either Party will therefore be entitled to apply to any relevant court to restrain any breach or threatened breach by injunction.

11. **No Waiver**

- 11.1. No waiver of any provision of this Agreement shall in any event be of any force or effect unless the same shall be agreed in writing between the Parties and then such waiver shall be effective only on the specific instance and for the purpose and to the extent for which it is made or given.
- 11.2. No failure, delay or indulgence on the part of either Party in exercising any power or right conferred upon such Party pursuant to this Agreement shall operate as a waiver of such power or right. Further, no single or partial exercise of any such power or right shall preclude any other or further exercise thereof or the exercise of any other such power or right arising under this Agreement.

12. **Rights of Third Parties**

- 12.1. Nothing in this Agreement shall be interpreted or construed so as to create any relationship between the Parties other than that of independent contracting entities. Neither Party shall be authorized to obligate, bind or act in the name of the other Party, except to the extent expressly authorised to do so in writing by such other Party. A person who is not a party to this Agreement may not enforce any of its terms.

AS WITNESS this Agreement has been signed on behalf of each Party by its duly authorized representative as of the day and year first above written.

SIGNED for and on behalf of: **DTC Communications, Inc.**

..... Michael T. Andrews
Authorized Signatory Director of Contracts & Operations
Date.....

SIGNED for and on behalf of: **NAME**

..... **NAME**
Authorized Signatory **TITLE**
Date.....