



## Reciprocal Nondisclosure Agreement

This Agreement is entered into this November 29, 2012 (the “Effective Date”) by and between **RayComm Technologies, Inc.** (瑞富通科技有限公司) with offices at Rm1050, H 10F, No.3-2, YuanQu St, NanGang, Taipei 115, Taiwan and \_\_\_\_\_.

Whereas, the parties to this Agreement and their affiliates intend to engage in discussions for the purpose of engineering and business development.

Whereas, in the course of such activities it is anticipated that the parties will disclose to each other confidential information relating to the Purpose.

Therefore, the parties agree as follows:

### **1. Definition.**

“Confidential Information” shall mean any information and data of a confidential nature, whether owned by a party, an Affiliate or a third party obtained through a confidential arrangement, including but not limited to proprietary, technical, development, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, all record bearing media containing or disclosing such information and techniques and all other information of a confidential nature, whether tangible or intangible, whether in written, oral or visual form, which is disclosed by one party or its Affiliate (“Discloser”) to the other party (“Recipient”) pursuant to this Agreement. When appropriate, the term shall also include any samples, models, tools or prototypes, or parts thereof. For purposes of this Agreement, “Affiliate” shall mean any entity controlling, controlled by or under common control with a party hereto, where “control” means the direct or indirect ownership of more than fifty percent (50%) of such entity’s capital or equivalent voting rights.

The confidentiality obligations of this Agreement shall not apply to any information which (a) is already in the public domain through no breach of this Agreement; (b) was, as between the parties, lawfully in Recipient’s possession prior to receipt from the Discloser, (c) is received by Recipient independently from a third party free to lawfully disclose such information to Recipient, or (d) is independently developed by Recipient without use of the Confidential Information. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual features, components or combinations thereof are now or become known to the public.

Each party may disclose the other party’s Confidential Information if it is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the party subject to the disclosure order must provide the other party prompt notice of the order and reasonably cooperate with the other party’s efforts to receive a protective order or otherwise limit disclosure.

### **2. Manner of Disclosure.**

Confidential Information made available in written form by one party or its Affiliates to the other will be conspicuously marked “Confidential” or similarly legended before being turned over to Recipient. Any information received visually or orally shall be treated as



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confidential only if a written summary of such visual or oral communication specifically identifying the items of Confidential Information is furnished to the Recipient within thirty (30) days of the date of disclosure. Notwithstanding the foregoing, Recipient agrees that all samples, models, tools or prototypes, or parts thereof provided hereunder shall be treated as confidential, whether or not marked as such.

### **3. Restrictions.**

All Confidential Information delivered pursuant to this Agreement (a) shall not be copied, distributed or disseminated in any way or form by Recipient without the prior written consent of the Discloser; (b) shall be maintained in confidence and may only be disclosed to those employees and contractors of Recipient and Recipient's Affiliates who have a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein; (c) shall not be used by Recipient for any purpose other than the Purpose, without the prior written consent of the Discloser; and (d) shall remain the property of and be returned to the Discloser (along with all copies thereof) within thirty (30) days of receipt by Recipient of a written request from the Discloser that sets forth the Confidential Information to be returned.

### **4. Duration.**

Unless mutually agreed otherwise in writing, Recipient's obligations hereunder with respect to each item of Confidential Information shall expire three (3) years from the date of receipt by Recipient.

### **5. Term.**

This Agreement shall be effective as of the date stated above and may be terminated without cause, with respect to further disclosures, upon thirty (30) days' prior written notice. This Agreement shall automatically expire one (1) year from the Effective Date; provided, however, that the rights and obligations accruing prior to termination as set forth herein shall survive the termination as specified in Section 4, above.

### **6. Mutual Disclaimers.**

The parties shall have no obligation to compensate each other for disclosures of any information under this Agreement and shall also have no obligation to enter into any further agreement with each other. It is understood and agreed that no warranties of any kind are given by the Discloser with respect to Confidential Information provided hereunder except that the Discloser warrants it has the right to make the disclosure. The parties also understand that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement.

### **7. General.**

This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof and shall be governed by and construed under the laws of the State of California without reference to its choice of law provisions. Any and all disputes arising under this Agreement shall be brought in the local courts in the County of Santa



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Clara, California. Neither party may assign this Agreement without the written consent of the other party.

### **8. Export.**

The parties acknowledge that the Confidential Information disclosed by each of them under this Agreement may be subject to import/export laws, regulations or other controls. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other party without first obtaining all required authorizations or licenses.

RayComm Technologies, Inc.

By\_\_\_\_\_

Typed Name\_\_\_\_\_

Title\_\_\_\_\_

By\_\_\_\_\_

Typed Name\_\_\_\_\_

Title\_\_\_\_\_