

Confidentiality And Non-Disclosure Agreement

1. **DATE OF THIS AGREEMENT ("Effective Date"):** June 15, 2005
 2. **TERM OF AGREEMENT ("Term"):** Three (3) years From the Effective Date.
 3. **PARTIES ("Party(ies)")**
Sony Corporation of America, with an address at 550 Madison Ave, New York, NY 10022 ("Sony"), and Syndicated Patent Acquisitions Corporation, with an address at 1 Market Street, Spear Tower, 35th Floor, San Francisco, CA 94105 ("Purchaser").
 4. **DISCLOSING PARTY (Check either or both, as appropriate):**
☒ Sony ☐ Purchaser
 5. **NATURE OF DISCLOSURE (Check either or both, as appropriate):**
☒ Technical (e.g.: hardware, software, inventions, patents, trade secrets, designs, research, know-how)
☒ Non-technical (e.g.: business information, price, production plans, marketing plans, encumbrance information)
 6. **PURPOSE OF DISCLOSURE ("Purpose"):** For Purchaser to evaluate a very limited number of Sony and/or its Affiliates' patent-related intellectual property (e.g., patents and applications) (the "Patents") to consider potential patent acquisitions.
 7. **SUBJECT OF DISCLOSURE ("Confidential Information"):**
Any and all information relating to the Purpose.
 8. Disclosing Party (or its Affiliates) may disclose Confidential Information to the receiving Party (or its Affiliates) in accordance with this Agreement. During the Term of this Agreement from the date of the receipt of Confidential Information hereunder, the receiving Party agrees not to disclose the Confidential Information of the disclosing Party except to such of the employees, officers, directors, agents and contractors of the receiving Party or its Affiliates (the "Representatives") who: (i) require the Confidential Information for the Purpose, and only for and in furtherance of such Purpose; and, (ii) have agreed in writing with the receiving Party to maintain the confidential nature of all information (including that of third parties) received by them in the course of their employment or other arrangement with the receiving Party. The receiving Party shall only use the Confidential Information for the Purpose during the Term. The receiving Party shall protect the Confidential Information against unauthorized use or disclosure with at least the same degree of care as the receiving Party normally exercises to protect its own information of like character and importance, but in no event less than reasonable care. The receiving Party shall be responsible for any unauthorized disclosure or use of any Confidential Information of the disclosing Party under this Agreement by such receiving Party's Affiliates or Representatives. "Affiliate" of either Party means another entity which, directly or indirectly, controls, is controlled by, or is under common control with such Party, where "control" means ownership or control of at least fifty percent (50%) of the voting power of securities or interests in the entity controlled.
 9. The obligations of non-disclosure and non-use under this Agreement shall not apply to any portion of a disclosing Party's Confidential Information that a receiving Party can demonstrate: (i) was already known by the receiving Party or its Affiliates prior to the disclosure of such information; (ii) is obtained by the receiving Party or its Affiliates from a third party lawfully in possession thereof and is not in violation of any contractual or legal obligation to the disclosing Party with respect thereto; (iii) is or becomes part of the public domain through no fault of the receiving Party or its Affiliates; (iv) is independently ascertained or developed by or for the receiving Party or its Affiliates by their employees or any third party which have not had access either directly or indirectly to the Confidential Information; or, (v) is required to be disclosed by any administrative or judicial action, provided, that the receiving Party attempts to maintain the confidentiality of the Confidential Information by asserting in such action any applicable privileges and immediately notifies the disclosing Party of such action to give the disclosing Party the opportunity to seek legal remedies to maintain such confidentiality.
 10. No discussions and/or communications between the parties hereunder or otherwise will: a) serve to impair the right of either Party to develop, make, use, procure, and/or market products or services now or in the future that may be competitive with those offered by the other; b) require either Party to disclose any planning or other information to the other; c) result in any obligation on the part of either Party to enter into any further agreement of any kind; or d) constitute an option, grant or license to the receiving Party under any patent or other rights now or hereinafter held by the disclosing Party. All Confidential Information is provided on an "AS IS" basis, without warranty of any kind, except that the disclosing Party represents and warrants that the disclosure by it of its Confidential Information under this Agreement will not violate any proprietary, intellectual property or contractual right of a third party.
 11. All the Confidential Information disclosed or obtained, and all inventions and developments, which arise therefrom, shall be and remain the sole property of the disclosing Party. Each Party agrees to return or destroy Confidential Information received by it hereunder and any copies of same upon expiration of the Term, or at such other time as the disclosing Party may request, provided, however, that the receiving Party may retain one copy thereof in the confidential, restricted access files of its Law Department for use only in the event a dispute arises between the parties hereunder and only in connection with that dispute.
 12. Each Party agrees to comply with all applicable laws and regulations. In order to enable the parties to disclose technology or software to each other in compliance with the requirements of Part 740.3(d) of the U.S. Department of Commerce's Export Administration Regulations, the receiving Party hereby gives assurance to the disclosing Party that it will not, without a license or a License Exception from the U.S. Department of Commerce's Bureau of Export Administration, reexport or release the technology and/or software, including source code, to any one of the countries listed in Country Groups D:1, E:1 or E:2 of Supplement No. 1 to Part 740 of the Export Administration Regulations or to a national of any one of those countries.
 13. Each Party acknowledges that there is no need or desire by any Party to receive either: (1) U.S. Government classified information relating to weapons or weapons systems; or (2) any otherwise restricted information, the receipt, disclosure, use or retention of which causes a violation under any provision of the United States Code. Each Party accordingly agrees that such information will not be provided either orally or in writing to another Party, under this Agreement or under any subsequent contract or subcontract between the parties, which relates to the Confidential Information disclosed under this Agreement.
 14. This Agreement shall be deemed to have been made and executed in the State of New York, and any dispute arising hereunder shall be resolved in accordance with the local law of that state in a court of competent jurisdiction in that state. Either Party's waiver of any breach or failure to enforce any of the provisions of this Agreement at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every provision hereof. Neither Party shall assign any rights nor delegate any duties under this Agreement without the prior written consent of the other Party, and any such assignment or delegation shall be void. This Agreement shall be binding upon the parties' authorized successors and assigns. The parties acknowledge that breach by a receiving Party of its obligations of confidentiality hereunder would cause irreparable harm for which remedies at law would be inadequate, and therefore such breach shall entitle the disclosing Party to seek immediate injunctive relief. No modification of this Agreement shall be effective unless in writing and signed by both parties. This Agreement constitutes the complete agreement between the parties concerning the subject matter hereof and supersedes and cancels any and all prior communications and agreements between the parties with respect thereto. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR SUIT ARISING UNDER THIS AGREEMENT.
 15. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile transmission or via email in .PDF form. Each Party agrees that the delivery of the Agreement by facsimile or via email in .PDF format shall have the same force and effect as delivery of original signatures.
 16. Subject to the Section 9, upon expiration of the Term, each Party's obligations with respect to the Confidential Information disclosed or made available during the Term shall survive and continue indefinitely beyond any expiration or termination of this Agreement.
- Sony Corporation of America**
By: [Signature]
Print Name: VADIMIR ELGORT
Title: VICE PRESIDENT, IP COUNSEL
- Syndicated Patent Acquisitions Corporation**
By: _____
Print Name: _____
Title: _____