

## Icomera NDA FCC filing TraXside

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Document number 07\_5881 – O HWD Icomera NDA  
Revision A  
Date 2019-11-01  
Document Classification <Internal>

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# CONFIDENTIALITY AGREEMENT – (Reciprocal)

## 1 Parties

1.1 Icomera AB, reg. no. 556572-2864, a company duly incorporated under the laws of Sweden, with its principal office at Odinsgatan 28, SE-411 13 GOTHENBURG, Sweden, hereinafter referred to as "Icomera"

1.2 *Write Company name, Corp ID no. , with its principal office at ,* a company duly incorporated under the laws of , with its principal office at , hereinafter referred to as " " .

Icomera and are each hereinafter also referred as the "Party" and, jointly, as the "Parties".

## 2 Background

2.1 WHEREAS, the Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning products and services within the area of wireless data communication (hereinafter referred to as the "Purpose").

2.2 WHEREAS, the Parties may in these evaluations, discussions and negotiations disclose to each other certain Confidential Information (as defined below).

2.3 WHEREAS, the Parties have agreed that disclosure and use of Confidential Information shall be made on the terms and conditions set forth in this Agreement.

2.4 NOW, THEREFORE, the Parties agree as follows.

## 3 Confidentiality undertaking

3.1 The term "Confidential Information" means any information, including but not limited to specifications, detailed product descriptions, pricing, Feedback and presentation material, disclosed in any form whatsoever, including, but not limited to, disclosure made in writing, orally or in the form of samples, models, designs, computer programs or otherwise, by one Party (the "Disclosing Party") to the other Party (the "Recipient") for



the Purpose of this Agreement. All such information is hereinafter referred to as "Confidential Information".

3.2 Recipient's obligations hereunder shall not apply to:

- a) information which now is, or hereafter becomes, part of the public domain in other ways than by faults, acts or omissions of Recipient;
- b) information which Recipient can show by sufficient evidence was in Recipient's possession prior to the time of receipt from Disclosing Party;
- c) information which hereinafter lawfully comes into Recipient's possession from an independent third source without any obligation of secrecy; or
- d) information that is required to be disclosed by law or by decision of competent regulatory or government authority or court. In either such event, the Recipient may not disclose that the same information was also acquired from Disclosing Party.

3.3 In consideration of Disclosing Party's willingness to disclose Confidential Information to Recipient, Recipient agrees to use the Confidential Information solely for the Purpose and agrees:

- a) Not to make any use whatsoever of said Confidential Information, and accordingly, without limiting the generality of the foregoing, not disclose, copy, reproduce, distribute, reverse engineer, decompile, disassemble or otherwise use such Confidential Information for any purpose other than the Purpose specified above or otherwise make it available to any other person, firm or corporation;
- b) not to reveal any Confidential Information to third parties;
- c) to keep all Confidential Information strictly secret and confidential and to treat such information in the same manner as Recipient's own confidential information;
- d) to take reasonable precautions in order that the secrecy of such information is preserved among Recipient's employees having access to such information; and
- e) without prejudice to the generality of the foregoing the Recipient especially undertakes not to disclose any Confidential Information in such a way that it might constitute a novelty bar in any country to any future patent, design or utility model applications, including but not limited to, disclosure of any such Confidential Information as may enable a third party to commence manufacturing thereof.

3.4 should hold the information private and not use it to support any other projects.

If necessary may engage a third party after written consent from Icomera. Such engagement does however not permit transfer of any information owned by or relating

to Icomera or this Agreement. Furthermore any engagement with a third party shall not imply any transfer of this Agreement or part thereof to the third party.

- 3.5 Upon written request of Disclosing Party, Recipient shall promptly return the Confidential Information to Disclosing Party under this Agreement and shall provide the Disclosing Party with a declaration duly executed confirming that the Recipient has complied with all of its obligations under this Agreement. After return of the Confidential Information the Recipient shall not use any of the Confidential Information in any way whatsoever.
- 3.6 Nothing in this Agreement shall be construed as a grant of rights and neither Party hereto shall be obligated to enter into any further agreement.
- 3.7 The Recipient has no other rights in respect of Confidential Information provided by the Disclosing Party than the rights expressly granted under this Agreement. All intellectual property rights emanating from or related to Confidential Information belongs to the Disclosing Party.
- 3.8 Either Party may from time to time provide suggestions, comments or other feedback to the other Party with respect to Confidential Information provided originally by the other Party (hereinafter "Feedback"). All Feedback shall be included in the term Confidential Information set out in section 0.

## 4 **Term**

- 4.1 The Recipient hereto shall only use Confidential Information supplied by the Disclosing Party during the period of thirty six, (36) months and for the Purpose of the Agreement. The Recipient shall observe the Disclosing Party's instructions regarding the handling of information.
- 4.2 The confidentiality undertakings under this Agreement shall remain in force thirty six, (36) months after the lapse of the time period of the co-operation between the Parties set out in section 0 above.

## 5 **Breach of contract**

- 5.1 In addition to any other remedies the Discloser may have at law or in equity, the parties agree that in the event of a breach or threatened breach of the provisions of this Agreement, the Discloser's remedies at law may be inadequate and Discloser shall be entitled to seek an injunction from a court of competent jurisdiction to enforce such provisions.



## 6 **Amendments**

6.1 The Parties agree that only written amendments signed by both Parties of this Agreement shall be binding upon the Parties.

## 7 **Governing law and dispute resolution**

7.1 This Agreement shall be construed in accordance with and be governed by the substantive laws of Sweden.

7.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The proceeding shall be held in Gothenburg, Sweden. The Parties undertake, indefinitely, not to disclose the existence of or the contents of any judgement related to or in connection with this Agreement or any information regarding negotiations, arbitration proceedings or mediation in connection therewith. The confidentiality undertaking in this clause 7 shall not apply in relation to information which any of the Parties is required to disclose, retain or maintain by law or any regulatory or government authority of which may be required for the enforcement of a judgement.

\* \* \* \*

This Agreement has been made in two (2) originals, of which the Parties have signed both on behalf of their respective companies and taken an original copy.

Place:

Place:

Date:

Date:

**ICOMERA AB**

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Name:

Name:

Title:

Title:

