

WAVELYNX

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this “Agreement”) is entered into to protect certain confidential information that may be disclosed by and between Wavelynx Technologies, LLC, a Delaware limited liability company having its principal address and place of business at 100 Technology Drive, Suite B160, Broomfield, CO 80021 (“Wavelynx”) and [REDACTED], having its principal address and place of business at [REDACTED] (“Company”) (each a “Party” and collectively the “Parties”). In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information to each other, the Parties agree as follows:

1. Confidential Information.

“Confidential Information” shall mean any non-public information which a Party discloses (the “Disclosing Party”) to the other Party (the “Recipient”), including but is not limited to, information regarding pricing, customers and prospective customers, vendors and vendor lists, costed bills of materials, processes (including but not limited to manufacturing processes), know-how, designs (including but not limited to designs of enclosures and printed circuit boards), formulae, computer programs, digital keys, databases, methods of operation, sales techniques, business methods or plans, marketing plans and strategies, finances, management, as well as plant and equipment. Other types of disclosed non-public information shall be Confidential Information (i) if disclosed in tangible form is marked as “confidential” or “proprietary” (or words of similar import) by the Disclosing Party at the time of disclosure or (ii) if disclosed in any other matter is identified as confidential or proprietary at the time of disclosure by the Disclosing Party and also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Level of Protection.

The Recipient has a duty to protect the Confidential Information of the Disclosing Party for a period of five (5) years from the date the Disclosing Party discloses such information under this Agreement. Recipient shall protect the Confidential Information by using at least the same degree of care as it uses to protect its own Confidential Information, but no less than a reasonable degree of care, to prevent unauthorized use, disclosure or publication.

3. Authorized Use and Exchange Period.

A Recipient shall use the Disclosing Party’s Confidential Information solely for the following purpose(s): for evaluation in consideration of a potential business relationship (the “Authorized Use”).

4. Restrictions.

With respect to the Disclosing Party’s Confidential Information, Recipient (a) shall not use, disclose, reproduce or permit others to do the same except as expressly authorized in this Agreement; (b) shall not reverse engineer, decompile, or disassemble the information for any reason; and (c) shall only disclose such information to Recipient’s directors, officers, employees and representatives having a reasonable need to know for the sole purpose of carrying out the Authorized Use. Prior to permitting such persons to receive or have access to any Confidential Information of the Disclosing Party, Recipient shall have entered into non-disclosure agreements with such persons having binding use and disclosure restrictions at least as protective as those set forth herein.

5. Information Not Covered.

This Agreement imposes no obligation upon a Recipient with respect to Confidential Information of the Disclosing Party that (a) was in Recipient's possession before receipt from the Disclosing Party; (b) is in or enters the public domain without a breach of this Agreement; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient without use of or reference to the Disclosing Party's Confidential Information; or (f) is disclosed by Recipient with the Disclosing Party's prior written approval.

6. Term and Termination.

The term of this Agreement shall be for the Exchange Period. Either Party may terminate this Agreement earlier upon thirty (30) days' written notice. The rights and obligations contained in Sections 2, 4, 6, 7, 8, 9, and 10 shall survive termination. Upon termination of this Agreement, or otherwise upon request, Recipient shall cease using the Confidential Information of the Disclosing Party, destroy it, or, at the option of the Disclosing Party, return it. In the event the Confidential Information is destroyed, the Disclosing Party may request certification from the Recipient that it has destroyed all originals and copies of Confidential Information received under this Agreement.

7. Notices.

All notices with regards to the terms of this Agreement shall be sent via email, with return receipt to the following:

Wavelynx: Legal Department, legal@wavelynx.com

_____: _____, _____

Notices shall be deemed accepted at the date and time of the email delivery receipt.

8. No License Granted; No Warranty.

Neither Party acquires any intellectual property rights or licenses under this Agreement except the limited right to use set out in Section 3 above. All Confidential Information shall remain the property of the Disclosing Party. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THIS INFORMATION.

9. Judicial or Administrative Orders.

In the event Recipient is directed to disclose the Disclosing Party's Confidential Information pursuant to a valid judicial or administrative order, such disclosure shall not be deemed to be a breach of this Agreement, provided the Recipient (a) provides timely written notice of such order to the Disclosing Party and (b) cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.

10. Governing Law/Equitable Relief.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado without regard to its conflicts of law provisions. The parties acknowledge that money damages would not be sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek equitable relief from Recipient as a remedy for any breach. Equitable remedies shall not be deemed to be exclusive remedies for a breach but shall be in addition to all other remedies at law or equity available to the Disclosing Party.

11. Miscellaneous.

Technical data exchanged hereunder may be subject to U.S. export controls. Recipient will be responsible for obtaining all required licenses before it exports or reexports technical data or the direct product of such technical data received hereunder. The Parties perform their respective obligations hereunder without charge to the other. The waiver of a term or provision in this Agreement by a Party on one occasion shall not constitute a continuing waiver thereof. In the event that any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The Parties do not intend that any agency, partnership or exclusive relationship is created between the parties by this Agreement. Neither party shall assign this Agreement or any rights hereunder, without the other Party's prior written consent except either Party may assign its rights and obligations under this Agreement, without the consent of the other Party, to an affiliate of the other party, or to any successor by way of or in connection with any merger, acquisition, consolidation, reorganization, sale of all or substantially all of its assets, sale of stock or any other change of control transaction, regardless of its structure. This Agreement contains the entire understanding of the Parties on the subject matter described herein. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below.

Wavelynx Technologies, LLC	Company
By: _____ (Signature)	By: _____ (Signature)
Title: _____	Title: _____
Date: _____	Date: _____