

MUTIPARTY NON-DISCLOSURE AGREEMENT

This MULTIPARTY NON-DISCLOSURE AGREEMENT ("Agreement") is made between:

- (1) **Cassidian Finland Oy**, a corporation validly organized and existing under the laws of Finland, having its principal place of business at Hiomitie 32 (P.O. Box 168), 00381 Helsinki, business identity code 1971133-9 ("Cassidian"), and
- (2) **YY**, _____ [*insert name of the company*], a corporation validly organised and existing under the laws of _____ [*insert the country of incorporation of the party*] having its principal place of business at _____ [*insert address of the company*] ("YY").and
- (3) **XX**, _____ [*insert name of the company*], a corporation validly organised and existing under the laws of _____ [*insert the country of incorporation of the party*] having its principal place of business at _____ [*insert address of the company*] ("XX").

WHEREAS:

- (A) For the purpose of negotiating and evaluating the feasibility of possible business relationship between the parties concerning _____ [*insert the discussion purpose*] and for the purpose of the possible business relationship which is a consequence of said evaluation ("Purpose")
- (B) the parties may, in conjunction with the aforesaid and for their mutual benefit, disclose to each other directly or through another party of this Agreement certain proprietary and/or confidential information and the parties are willing to undertake to restrict the use and further disclosure of such Information (as defined below).

NOW IT IS HEREBY AGREED:**DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the meanings defined below:

"Proprietary Party" shall mean the Party owning the Information.

"Disclosing Party" shall mean the Party disclosing the Information by passing the Information to the Receiving Party.

"Receiving Party" shall mean the Party receiving the Information.

1. For the Purpose of this Agreement, Information means any and all data and other information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the Purpose, including, but not limited to, facilities, products, research and discoveries, know-how, patents, patent applications, records, files, memoranda, reports, plans, price lists, customer names, customer lists or other customer information, financial projections and forecasts, techniques, methodologies and processes, demonstration, device, apparatus, models, samples of any kind, computer programs, magnetic medium, documents, specifications, circuit diagrams, drawings, ideas, concepts, designs, blueprints, tracings, diagrams, flow charts, data, disks, diskettes, tapes, marketing plans, and any other technical, financial and/or commercial information relating to their respective business and intellectual properties, whether in written, oral or other tangible or intangible forms (including but not limited to information of a general nature or information not necessarily in the form as applied to wireless telecommunications systems) ("Information").

Under this Agreement "Affiliate" means any entity controlling, controlled by or under common control with Cassidian Finland Oy and any entity of which EADS N.V is the ultimate parent company, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise.

2. Receiving Party shall keep all Information received from Disclosing Party in whatever form as strictly confidential and shall not disclose it to third parties without the prior written permission of Disclosing Party. If the Disclosing Party is not the Proprietary Party, the prior written permission has to be received from the Proprietary Party.
3. The Information received hereunder shall not be used for any purpose other than the above mentioned Purpose without the prior written permission of the Proprietary Party.
4. The Parties to this Agreement shall have a right to disclose Information received on the basis of this Non Disclosure Agreement to the other Parties of this Non Disclosure Agreement.

With regard to above, any Party to this Agreement shall not be deemed to be a third party for the purposes of this Agreement.

Any Information of the Proprietary Party that is passed to the Receiving Party shall be informed by Disclosing Party as being Information of the Proprietary Party.

5. Subject to the foregoing each party shall restrict access to Information received from another parties to only those of its employees to whom such access is necessary for strictly carrying out the Purpose and advise such employees of the obligations assumed herein and ensure that such personnel abide by the confidentiality obligations.
6. The Receiving Party shall in no event use a lower degree of care in safeguarding the Proprietary Party's Information than it uses for its own information of like sensitivity and importance and in any case not less than reasonable care. Upon discovery of any unauthorised disclosure of Information in its possession the Receiving Party shall immediately inform the Proprietary Party of such disclosure and use its best reasonable endeavours to prevent any further disclosure or unauthorised use thereof and to locate and return any lost Information.
7. The Receiving Party shall not copy or reproduce the Proprietary Party's Information in whole or in part, except those that are strictly necessary to carry out the Purpose, provided that the same confidentiality obligations as defined in this Agreement shall be applied to such copies.
8. The foregoing obligations shall not apply to any Information which
 - (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; or
 - (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party; or
 - (c) is disclosed to the Receiving Party by a third party without breach of this Agreement; or
 - (d) was independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party; or

- (e) is required to be disclosed pursuant to any applicable mandatory law, regulation, the order or compulsory requirement of a court, administrative agency, or other governmental body with jurisdiction over the Receiving Party, but only to the extent compelled by, and for the purpose of, such order and only if the Receiving Party, to the extent able, first notifies in writing the Proprietary Party of such requirement and provides the Proprietary Party an opportunity to seek an appropriate protective order and/or other appropriate provisional relief.

For the purpose of the foregoing exceptions, disclosures which are specific, e.g. as to engineering and design practices and techniques, products, software, operating parameters, etc. shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures which are in the public domain or in the possession of the Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features thereof are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

9. The parties undertake to hold in strict confidence the existence of this Agreement, the collaboration between the parties and any negotiations and discussions thereof. Neither party shall make any publicity on, press release of or any reference to this Agreement, the other party, Information received from the other party or the negotiations or cooperation between the parties.
10. This Agreement shall govern the communications relating to Information between the parties hereto during the period of three (3) years from the latest date of signature of this Agreement or until such time as the present Agreement is expressly superseded by a subsequent agreement between the parties hereto, whichever is earlier.

The obligations set forth in this Non-Disclosure Agreement shall bind the parties for a period of five (5) years from the date of disclosure of Information and such obligations shall survive the termination or earlier expiration of this Agreement.

The provisions of this Agreement shall apply retroactively between the parties to any Information, which may have been disclosed by either party in connection with any discussions and negotiations regarding the Purpose prior to the Effective Date.

11. This Agreement does not create any agency or partnership relation. Neither this Agreement nor disclosure or receipt of Information shall constitute or imply any promise or intention to make any purchase of products or services by any party hereto or any commitment by any party hereto with respect to the present or future marketing of any product or service or any promise or intention to enter into any other business arrangement. No provision of this Agreement will be construed as obliging any party to disclose any Information.
12. The Proprietary Party retains all rights to Information. No license to a party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party. All Information is provided "AS IS" and no warranty is given by any of the parties that the Information supplied by it will be complete and accurate and fit for any particular purpose, including the Purpose. None of the Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or other inducement by any of the parties to the other of any kind, and, in particular, with respect to the non-infringement of trade marks, patents, copyrights or any other intellectual property rights, or other rights of third parties.
13. Every party will use Information at his own risk. The Proprietary Party or Disclosing Party will have no liability arising out of or relating to the use of Information by the Receiving Party.

14. All Information, including all copies of any kind, shall be returned or destroyed upon first written request of the Proprietary Party. All material embodying Information or relevant or related thereto whether or not supplied by the Disclosing Party or the Proprietary Party, including without limitation rejected drawings, scrap papers, photographic negatives, computer input or output and all copies of any kind, shall be destroyed upon termination of this Agreement or written request of the Disclosing Party or Proprietary Party, whichever is earlier.

The provisions set forth in article 14 para.1 thereof shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to Information or copies thereof which must be stored by the Receiving party according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein in this Agreement.

15. The Receiving Party acknowledges that the Information and/or certain products made available under this Agreement may be subject to export control regulations and laws governing trade sanctions and embargoes, and which may either prevent or restrict export or re-export without prior authorisation or license from the relevant competent authority. The Receiving Party shall adhere to any relevant export control laws and regulations with respect to the Information or products received from the Disclosing Party. The Receiving Party warrants that the Information shall not be exported or disclosed by any means outside the country to which such Information is destined, without the Proprietary Party's prior written consent.
16. This Agreement comprises the full and complete agreement of the parties with respect to the disclosure of Information related to the Purpose and supersedes and cancels all prior communications, understandings and agreements between the parties, whether written or oral, expressed or implied related to the Purpose.
17. No amendment, change or modifications to this Agreement will be valid except if the same is in writing and signed by a duly authorised representative of every party. Any amendment, change or modification which is not made in accordance with this provision will be deemed null and void. This requirement of written form can only be waived in writing.
18. Neither Party may assign or transfer its rights or obligations as provided in this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Cassidian shall be entitled to transfer or assign this Agreement in whole or in part to any of its Affiliates without the prior written consent of the other Parties except in case of disclosure to Affiliates where such written consent is not required..
19. This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The arbitral tribunal is composed of one arbitrator. The award shall be final and binding and enforceable in any court of competent jurisdiction.

The arbitration shall be held in Helsinki, Finland, in English language.

The parties undertake and agree that all arbitral proceedings conducted with reference to this Article shall be kept strictly confidential and all information disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

Notwithstanding the foregoing, the parties may, for the purpose of seeking injunctive relief, submit to any court of competent jurisdiction, without first resorting to arbitration, any claim out of infringement or failure of the Receiving Party or other parties to comply with any confidentiality obligation.

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in three (3) identically counterparts, one for every party, as of the date first set forth below ("Effective Date")

CASSIDIAN FINLAND OY

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Place:	Place:

YY *Insert the name of the company]*

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Place:	Place:

XX *Insert the name of the company]*

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Place:	Place: