

NON-DISCLOSURE AGREEMENT

In order to protect certain Confidential Information, this Non-Disclosure Agreement (“Agreement”), effective as of [effective date] (“Effective Date”), is entered into by and between:

CALYPSO NETWORKS ASSOCIATION, a non-profit association under Belgian law created on 12/12/2003 (date of publication in the Belgian official gazette) and whose registered office is at ‘Rue Royale 76, 1000 Brussels, Belgium’, represented here by its Chief Executive Officer, Mr. Philippe VAPPERAU, hereinafter referred to as “CNA”,

and:

[NAME OF DISCLOSER/RECIPIENT #1] with its head office at [head office address], represented by [name of representative], as [appointment], hereinafter referred to as the “[#1]”,

and:

[

[NAME OF DISCLOSER/RECIPIENT#2] with its head office at [head office address], represented by [name of representative], as [appointment], hereinafter referred to as the “[#2]”,

]

Hereinafter jointly referred to as the “Parties” or individually a “Party” and agreed to the following:

1 Definitions

The “Discloser” of Confidential Information hereunder is CNA, #1, #2 and/or their respective Affiliates.

[The “Recipient” of Confidential Information hereunder is CNA, #1, #2 and/or their respective Affiliates.]

As used in this Agreement the term “Affiliate” of a Party shall mean any legal entity or person controlling, controlled by or under common control with either Party on the Effective Date or thereafter where control shall mean the direct or indirect possession of at least 51% of the voting rights of any legal entity or person or the power effectively to direct or cause to be directed, the management and policies of any legal entity or person through the ownership of voting securities or voting interest or otherwise, for so long as such control exists. For the purpose of this Agreement Affiliates shall not be considered to be third parties.

2. Coordinators

The Parties' representatives for coordinating the exchange of Confidential Information as defined in Clause 4 ("the Coordinators") are:

-For CNA: [Name of representatives]

-For [#1]: [Name of representatives]

-For [#2]: [Name of representatives]

Each Party shall have the right to change its representative and shall notify the other Party in writing (per e-mail) of any change of its Coordinators and the name and contact details of such new Coordinator(s).

For the avoidance of doubt, no Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, with the exception that each Party may assign or otherwise transfer any or all of its rights or obligations arising out of this Agreement without the previous consent of the other Party to its Affiliates.

3 Objectives

The purpose for the disclosure of Confidential Information (the "Objective") under this Agreement is [Objective]

4 Confidential Information

This Agreement applies to all information disclosed during the Term of the Agreement by the Discloser in any form including but not limited to any written or printed documents, electronic data, software, hardware, research and development, know-how, formulae, processes, designs, plans, specifications, samples, pricing information, studies, market opportunities, business affairs, intentions, which a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure ("the Confidential Information").

5 Restrictions on Disclosure and Use

The Recipient undertakes during the Term of this Agreement and for a period of five (5) years from the date of this Agreement, to:

- a) protect and keep strictly confidential the Confidential Information of the Discloser by using the same degree of care as it uses to protect its own Confidential Information of like importance, but no less than reasonable care; and
- b) disclose the Confidential Information of the Discloser only to those persons within the Recipient's organization (including its Affiliates) who have a need to know in connection with the Objective and who are bound by confidentiality obligations substantially similar to those herein; and

- c) use the Confidential Information of the Discloser only in relation to the Objective and not to use such Confidential Information for its own benefit or for the benefit of any third party without the prior consent of the Discloser; and
- d) not communicate or publish in whole or in part the Confidential Information of the Discloser without the prior written consent of the Discloser, nor disclose directly or indirectly the Confidential Information of the Discloser to any third party or persons other than those mentioned in subparagraph II above, and
- e) not copy or reproduce in whole or in part any of the Confidential Information of the Discloser unless specifically and previously authorized in writing by the Discloser.

The Recipient shall not analyze or cause any third party to analyze the composition or reverse engineer or decompile any sample or tangible material or component or software constituting Confidential Information provided by the Discloser hereunder. It also undertakes not to sell, give, lend, or lease any samples, tangible material, components or software and to follow and comply with the written instruction and warnings provided by the Discloser with respect to the treatment and use of such samples, tangible materials, components and software.

6 Information not covered

The term "Confidential Information" shall not include any information which the Recipient can demonstrate:

- a) was already lawfully in the possession of the Recipient or its Affiliates as of the Effective Date; or
- b) is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement; or
- c) that it or its Affiliates has received from a third party (other than the Discloser) who is entitled to disclose such information without any restriction on disclosure; or
- d) has been disclosed to a third party by the Discloser without any obligation of confidentiality; or
- e) is independently developed by employees of the Recipient or its Affiliates by not using any part of the Confidential Information of the Discloser.

The Confidential Information of the Discloser shall not be deemed to fall within any one of the above exceptions merely because it is embraced by more general information within any one or more of these exceptions. Furthermore, any combination of features shall not be deemed to be within these exceptions, unless the combination itself is within any one or more of these exceptions.

7 Forced Disclosure

The Recipient (or any of its Affiliates) may disclose Confidential Information of the Discloser to the minimum extent required by law or legal process (by oral questions, interrogatories, requests, subpoenas, depositions, civil

investigative demands or otherwise), provided the Recipient promptly notifies the Discloser in writing of such request so that the Discloser may seek a protective order or take such other measures as it deems necessary.

8 Return of Confidential Information

Upon request of the Discloser, the Recipient shall return or destroy all Confidential Information including electronic media and copies received hereunder, except that the Recipient may retain a copy of such Confidential Information for provided that a Party shall be permitted to retain one copy of the Confidential Information as may be required for regulatory purposes or if unreasonably burdensome to destroy (such as email backups or archived records), subject in each case to the Party remaining subject to the obligations as to nonuse and nondisclosure under this Agreement.

9 General undertakings

The Discloser warrants that it has the right to make the disclosure of Confidential Information contemplated by this Agreement, but no other warranties express or implied are made by the Discloser as to the Confidential Information disclosed. Thus the Discloser shall not be held liable for any consequential, punitive, incidental or special damages arising out of activities relating to this Agreement.

The Recipient will be liable for any breach of the confidentiality or non-use obligations under this Agreement by its personnel, including but not limited to employees, Affiliates, and any external advisors to whom Confidential Information may have been disclosed as contemplated by clause 5b above.

Neither Party acquires any license or intellectual property rights in the Confidential Information of the other Party under this Agreement except the limited rights of use as set out in clause 5c above.

The Discloser retains all right, title and interest, whether expressed or implied, in its Confidential Information as well as all intellectual property rights therein including inventions, whether patentable or not, and discoveries, licenses, know how, copyrights, trademarks, trade secret rights and designs. The Recipient shall not disclose any Confidential Information of the Discloser in any patent application and shall not use Confidential Information of the Discloser in preparing any patent application.

Neither Party has an obligation under this Agreement to purchase any service or item from the other Party or enter into any subsequent agreement.

Each Party shall disclose to the other Party only such Confidential Information which the Discloser deems appropriate to fulfil the Objective.

The terms of this Agreement shall not restrict the right of either Party to independently develop or acquire products provided developed or acquired without reliance on the other Party's Confidential Information.

If any results arise from the exchange of Confidential Information which may be protected by an intellectual property right, the Parties will decide jointly on the way to protect and use such results and conclude the relevant agreement(s) accordingly, being understood that if the results relate to the Confidential Information of one Party only then this Party will decide alone how to protect and use such results. Whatever the results of the Objective are, no reimbursement, indemnity or compensation of any kind will be due to either Party. Each Party shall bear all expenses incurred by it under this Agreement.

10 Terms

Subject to termination as provided below, this Agreement shall remain in force for a period of twelve (12) months from the Effective Date ("Term").

The Agreement may be terminated before the end of the Term by either Party at any time by thirty (30) days prior written notice to the other Party

11 Miscellaneous

No amendment to the terms and conditions of this Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorized representative of each of the Parties.

This Agreement shall be binding on the Parties hereto and their respective successors, assigns and Affiliates which have received the Confidential Information.

Neither Party shall assign its rights under this Agreement except for the provision in clause 2.

This Agreement represents the whole agreement between the Parties in relation to the Objective and supersedes any prior agreement or understanding between the Parties relating thereto.

Execution, existence and content of the Agreement shall be kept confidential by the Parties and shall not be disclosed by either Party without prior consent of the other Party.

No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no waiver by either Party of such right, power or privilege hereunder or otherwise shall preclude any further exercise thereof.

Each Party acknowledges and agrees that unauthorized disclosure to third parties or use by third parties of Confidential Information is likely to cause irreparable harm to the business of the other Party which may not be capable of remedy by the payment of damages and, accordingly, in addition to all other rights and remedies of the Discloser at law, the Discloser shall be entitled to the remedies of injunction, specific performance and any other similar remedies or equitable relief in any jurisdiction for any threatened or actual breach by the Recipient of the provisions of this Agreement, and no proof of special damages will be required for the enforcement of such entitlement.

12 Governing Law and Jurisdiction

This Agreement and all its terms and conditions are governed by French law. Should any dispute arise between the parties concerning the interpretation and/or performance of this Agreement, and should they be unable to reach an amicable settlement within sixty (60) days of the dispute being notified by one of the Parties to the other, the said dispute shall be referred to the Commercial Court of PARIS at the instigation of the Party who first takes action.

It is agreed by the signatories to this Agreement that an electronic copy of the present document is legal and binding.

IN WITNESS WHEREOF, the Parties hereto have caused three [two] original identical copies of this Agreement to be duly signed as of the Effective Date indicated above.

For CALYPSO NETWORKS ASSOCIATION,

Name: Philippe VAPPEREAU

Title: *CEO*

Date: _____

Signature:

For #1.

Name: Name

Title: Title

Date: _____

Signature:

For #2.

Name: Name

Title: Title

Date: _____

Signature: