

Wavestream Corporation
NON-DISCLOSURE AGREEMENT

1. The parties to this Agreement are Wavestream Corporation (hereinafter "Wavestream"), located at 545 West Terrace Drive, San Dimas, California 91773, and _____ (hereinafter "Company"), located at _____.
2. "Proprietary Information" as used herein shall mean any information which is disclosed by a party hereto or any of its affiliates to the other party hereto, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, developments, products, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the party's plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Any disclosure in oral form should be identified by the disclosing party as proprietary or confidential at the time of oral disclosure, with subsequent confirmation in writing.
3. Each party is willing to disclose its Proprietary Information to the other party, in connection with the supply of products and/or provision of services by one party to the other party hereto] (the "Purpose") and to induce such disclosure the parties desire to undertake certain obligations of confidentiality and nondisclosure as set forth herein.
4. The parties designate the following representatives as points of contact with respect to the transmission and control of proprietary information exchanged hereunder:

Wavestream	Company
Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
e-mail: _____	e-mail: _____

5. The Proprietary Information will be furnished by: (X) Wavestream (X) Company
6. The term of this Agreement shall begin on the Effective Date and shall expire on the Termination Date. Except as otherwise provided, the parties shall protect information from the date such information is furnished until the expiration of the Protection Period; and the termination of this Agreement shall not relieve the parties of their obligations with respect to the protection and use of Proprietary Information.

Effective Date:

Termination Date:

Protection Period: The term of this Agreement and (5) Year(s) following the Termination Date.

7. The receiving party will (i) hold such Proprietary Information in confidence from the date of receipt under this Agreement, (ii) use such Proprietary Information only for information and evaluation of the Purpose and (iii) make such Proprietary Information available only to its employees and consultants (or employees and consultants of its affiliates), having a "need to know" in order to carry out their respective functions in connection with the Purpose and provided that such person or entity is bound by a like obligation of confidentiality. The receiving party shall

assume full responsibility for enforcing this Agreement and shall take appropriate measures with its employees and other persons acting on its behalf to insure that such persons are bound by a like covenant of secrecy, including but not limited to informing any employee receiving such Proprietary Information that such information is protected hereunder. Unless authorized in writing by the furnishing party, the receiving party will not otherwise use or disclose such Proprietary Information, except that it may be disclosed to the U.S. Government (or any other applicable jurisdiction) for information and evaluation in connection with the Purpose. Any such disclosure shall bear an appropriate restrictive legend and, to the extent possible will be accessed subject to confidentiality undertaking by such entity. The receiving party shall control access to information received under this Agreement in accordance with U.S. (or other applicable jurisdiction) export laws and regulations, all as shall be directed in writing by the furnishing party.

8. Information shall not be afforded the protection of this Agreement if:
 - a. It is developed by the receiving party independently of the furnishing party without use or reference to the Proprietary Information of the disclosing party, as evidenced in records;
 - b. It is rightly obtained without restriction by the receiving party from a third party;
 - c. It becomes publicly available other than through the fault or negligence of the receiving party;
 - d. It was known to the receiving party prior to disclosure by the disclosing party, as evidenced in records.
9. The receiving party may disclose Proprietary Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that (i) disclosure shall be minimized only to the extent required pursuant to such order/requirement, and the confidential nature of the information shall be relayed to the receiving entity; and (ii) the receiving party shall make the best effort to provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
10. All Proprietary Information furnished hereunder shall remain the property of the furnishing party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving party. Upon request, the receiving party shall provide a destruction certificate.
11. No license under any patent or other proprietary right is granted or conveyed by one party's furnishing Proprietary Information or other information hereunder; nor shall furnishing such information constitute any representation, warranty, assurance, guaranty or inducement by the furnishing party with respect to (i) the accuracy or validity of the information or (ii) the infringement of any patent or other proprietary right. The furnishing party shall not be liable for any damage or loss arising from the use of or reliance on information disclosed hereunder.
12. Nothing herein shall obligate the disclosing party to disclose any particular information to the receiving party.
13. The parties acknowledge that any unauthorized use or disclosure of the Proprietary Information may be a violation of the respective party's trade secrets and may constitute unfair competition. The parties agree that an impending or existing violation of the confidentiality provisions would cause irreparable injury for which there is no adequate remedy at law, and agree that either party may be entitled to obtain immediate injunctive relief prohibiting such violation without having to prove actual damages or post bond, in addition to any other rights and remedies available to it under the law.
14. If any one or more of the terms contained in this Agreement shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, that term shall be construed in a manner to enable it to be

enforced to the extent compatible with applicable law. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition.

- 15. This Agreement shall be governed by the laws of the State of California, U.S.A. Any dispute shall be submitted to the exclusive jurisdiction of the competent courts in California.
- 16. This is the entire Agreement between the parties relative to the exchange of Proprietary Information concerning the Purpose and it supersedes any prior or contemporaneous written or oral agreements thereon and may not be amended or modified except by subsequent agreement in writing by duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals.

Wavestream

Company

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

