



NONDISCLOSURE AGREEMENT

THIS AGREEMENT is between Antenna Research Associates, Inc. (ARA), a Texas corporation with offices at 8880 Gorman Road, Laurel, MD 20723, United States of America (USA) and _____, (____), a _____ corporation, with a mailing address of _____, _____, _____ and each party's affiliates and subsidiaries (hereinafter the "Parties").

WHEREAS, to enable discussions between the Parties, it may be necessary for each to disclose certain proprietary business, financial, and/or technical information (hereinafter "Proprietary Information"), relating to the "_____" (the "Program"); and

WHEREAS, the Parties require a procedure whereby such Proprietary Information in the form of discussions will be protected from unauthorized use and disclosure;

NOW, THEREFORE, in consideration of the foregoing, it is agreed that:

1. The furnishing party shall identify Proprietary Information disclosed hereunder as follows: (a) documents and other tangible materials shall be marked "Proprietary" or with a similar restrictive legend, and (b) visual or oral disclosures shall be identified as proprietary at the time of disclosure and, in order to retain their proprietary nature, shall be confirmed in a written listing or summary that is itself marked "Proprietary" and forwarded to the receiving party within 30 days thereafter. For 30 days from disclosure, oral or visual Proprietary Information will be provided the same protection as provided to properly marked, written Proprietary Information under this Agreement. Neither party shall identify as proprietary information any information which is not, in good faith, believed by the party to be entitled to such marking. Proprietary Information shall include, but not be limited to, samples, prototypes, plant and equipment, methods of operation, customers and potential customers, vendors and vendor lists, processes, know-how, pricing and costed bills of material, whether constituting a trade secret, confidential information or otherwise.

2. The receiving party shall, for 5 years from date of receipt, which may be extended by mutual agreement, (a) maintain Proprietary Information received hereunder in confidence using the same degree of care as it uses to safeguard its own Proprietary Information of a similar character, but not less than reasonable care, (b) use such Proprietary Information only for evaluation relative to discussions with the other party on the Program, and (c) make such Proprietary Information available only to its employees and advisors having a "need to know". Notwithstanding the foregoing, Proprietary Information exchanged hereunder may be disclosed to cognizant representatives of the U.S. Government, if marked "Proprietary Data" in accordance with FAR 52.215-1(e), or with a substantially similar notification.

If this Agreement is being entered into in connection with a government contract that may



require or involve the creation, storage, transmittal of, or access to Covered Defense Information (CDI) as defined in DFARS 252.204-7012, CDI will be protected in accordance with DFARS 252.204-7012, the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” as well as any applicable U.S. Government laws, regulations, and policies.

3. Without the furnishing party’s prior express written consent, the receiving party shall not use Proprietary Information received hereunder or disclose it to any third party(ies), except as provided herein, unless the receiving party demonstrates such Proprietary Information to be:

- (a) already known to it or in its possession when received hereunder, and is substantiated by reasonable documentation; or
- (b) publicly available or otherwise in the public domain; or
- (c) rightfully furnished to it from any third party, without restriction and without breach of this Agreement; or
- (d) independently developed hereafter by its employees who have not had access to such Proprietary Information, and is substantiated by reasonable documentation; or
- (e) released by the furnishing party to any third party without restriction; or
- (f) disclosed by the receiving party pursuant to judicial order or proper Government regulations or other requirements, provided the receiving party uses its reasonable best efforts to notify the furnishing party prior to such disclosure, and cooperates with the furnishing party in the event the furnishing party elects to legally resist such disclosure.

4. All Proprietary Information exchanged hereunder not affected by an above exception(s) shall remain subject to the provisions of this Agreement.

5. Proprietary Information shall be exchanged via the points-of-contact named below, which name(s) may be changed by written notice:

FOR: Antenna Research Assoc., Inc.
8880 Gorman Road
Laurel, MD 20723

FOR: _____

Technical: _____
 Attn: _____
 Tel: _____
 Email: _____

Technical: _____

 Tel: _____
 Email: _____

Administrative: _____

Administrative: _____



Attn: _____
Tel: _____
Email: _____

Attn: _____
Tel: _____
Email: _____

6. Nothing in this Agreement shall be construed as granting the receiving party expressly, by implication, estoppel or otherwise, (a) any right to utilize Proprietary Information received hereunder except as provided herein, or (b) any license under or any patent, trademark, or copyright now or hereafter owned or controlled by the furnishing party.

7. No formal business organization or relationship of any kind is established or intended to be established by this Agreement.

8. This Agreement shall be subject to, and construed in accordance with, the laws of the State of Delaware, USA, without regard to its conflicts of laws principles. All claims under this Agreement will be brought and maintained in the state and federal courts located in Delaware, and the parties expressly consent to the exclusive venue and jurisdiction of such courts. Each party hereby waives a trial by jury in any dispute arising under or in connection with this Agreement and agrees that any dispute hereunder will be tried by a judge without a jury.

9. This Agreement shall be effective for twelve (12) months commencing with the date of last signature indicated below, which period may be extended by mutual agreement, unless otherwise terminated by mutual agreement of the Parties in writing or by either party upon 30 days written notice to the other. At the furnishing party's written request, the receiving party shall promptly return or destroy all Proprietary Information received hereunder and all copies thereof, and upon request the receiving party shall provide the furnishing party with a destruction certificate. Notwithstanding the foregoing, the receiving party is permitted to retain electronic copies required for backup, disaster recovery or business continuity, and in such case the obligations hereunder shall survive until such copies are destroyed. Neither expiration nor termination, however, shall affect the Parties' obligations to protect Proprietary Information as provided herein.

10. This Agreement may not be assigned or transferred directly, by merger or otherwise, in whole or in part, without prior express written consent of the other party, which consent will not be unreasonably withheld. The foregoing shall not apply in the event of a change in corporate name.

11. This Agreement contains the entire understanding between the Parties concerning the exchange of Proprietary Information relative to the Program, and supersedes any prior agreements, oral or written. This Agreement may not be modified,



except by written amendment duly executed by an authorized representative of each party. All authorizations and notices hereunder shall be forwarded to the signing authority named below.

12. The Proprietary Information is provided “AS IS” and the furnishing party shall not be liable for the accuracy or completeness of the Proprietary Information.

13. The receiving party acknowledges its obligations to control access to technical data under U.S. and international export laws and regulations and agrees to adhere to such laws and regulations with regard to any technical data received under this Agreement. The furnishing party shall identify any export-controlled product or technical data to the receiving party prior to disclosing it.

14. The receiving party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the furnishing party, entitling the furnishing party to seek injunctive relief in addition to all legal remedies.



IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this Agreement in duplicate on the date indicated.

Antenna Research Associates, Inc.

BY: _____

NAME _____

: _____

TITLE _____

: _____

DATE: _____

BY: _____

NAM _____

E: _____

TITL _____

E: _____

DATE _____

: _____