



This is an Agreement is made and entered into on _____, by and between Anokiwave, Inc. ("Anokiwave") and the person or corporation named below ("Participant"). The parties may be disclosing to each other confidential and proprietary information for the purpose of exploring potential business opportunities related to:

and for the purpose of performing pursuant to any business arrangements that may be entered into between them. Neither party would make such disclosures without the receiving party's agreement to maintain confidential treatment of such information and tangible goods in accordance with the terms hereof. Therefore, both parties agree to the following:

1. **Information.** "Information" shall consist of any written, audible, visual or oral information or physical items disclosed by a party relating to such party's business, operations, strategy, customers and potential customers, products, technology, documentation or tangible goods (such as parts, evaluation boards or other associated hardware or software, as well as any measurements related to such items) which (i) is labelled as confidential, proprietary or the like, (ii) in the case of Information disclosed orally, is identified as confidential or proprietary at or prior to disclosure, or (iii) would reasonably expected to be treated as confidential given the nature of the information and the circumstances of disclosure, even if not so labelled or identified.

2. **No Disclosure or Use.** Neither Anokiwave nor Participant will disclose any of the other party's Information to any third party, or copy or use any Information for any purpose not in furtherance of the relationship contemplated by the parties, without the prior written consent of the other party and then only to the extent specified in such consent. Information may be disseminated within the receiving party's own organization only to the extent reasonably required for the purposes hereof and in any event only to those employees, independent contractors and representatives who have entered into appropriate confidentiality agreements. The receiving party may not modify, adapt, reverse engineer or recreate any software or documentation provided by the other party (or attempt to do so). Each party agrees not to make any public disclosure regarding their discussions without the other party's prior written approval.

3. **Exceptions.** The restrictions on disclosure of Information described in Paragraph 2 do not extend to any item of Information which: (i) is publicly known at the time of its disclosure; (ii) is lawfully received by the receiving party from a third party not bound in a confidential relationship to the other party; (iii) is published or otherwise made known to the public by the disclosing party; (iv) was generated independently by the receiving party without use of the Information in question; or (v) is required to be disclosed under applicable law or regulation or a court order.

4. **No License or Warranties.** The disclosing party shall retain all intellectual property rights to its Information. Neither party is granted any license or other rights under any patents, copyrights, trade secrets or other intellectual property rights under this Agreement. Neither party makes any warranties or representations, express or implied, concerning its Information.

5. **Irreparable Harm.** The parties acknowledge that a violation of this Agreement would cause irreparable harm to the other party for which no adequate remedy at law exists, and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of this Agreement. The aggrieved party shall be entitled to recover all reasonable costs and expenses, including reasonable attorneys' fees, incurred because of any legal action arising in relation to this Agreement.

6. **Return of Information.** Upon either party's demand, the other party will promptly return all written Information and all physical media on which Information was received, with a letter, signed by an officer of such party, confirming that the Information has in no way been copied and that any remaining copies not returned to the requesting party have been destroyed, provided that such party will not be required to remove Information from automatically-archived backups as long as such Information remains inaccessible to such party.

7. **Term.** This Agreement shall have a term of five () years and may be terminated by either party, with or without cause, on thirty (30) days' prior written notice. The parties' obligations shall survive termination for a period of three () years following the date the Information and/or Tangible Goods in question were disclosed.

8. **General.**

a. This Agreement shall be binding on both parties and their respective successors and permitted assigns and shall be governed by the laws of the State of California.

b. Neither party may assign its rights or delegate its duties or obligations under this Agreement without the other party's prior written consent, except in the case of a merger or acquisition. No permitted assignment shall relieve the recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to assignment.

c. Each party will comply with all applicable laws and regulations, including but not limited to export laws and regulations.

d. This Agreement supersedes all other prior agreements, oral or written, and all other communications between the parties relating to its subject.

Anokiwave, Inc.

296 Concord Road, Suite 120

Billerica, MA 01821

Signed: Mania S.G. Cooke

Printed Name: _____

Title: _____

Date: _____

Participant: _____

Address: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____