

# Confidentiality & Non-Disclosure Agreement

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is entered into by and between DPI Labs, Inc., a California Corporation, with its principal place of business at 1350 Arrow Highway, La Verne, CA 91750, and \_\_\_\_\_ a \_\_\_\_\_ Corporation, with its address at: \_\_\_\_\_

In consideration of the parties' mutual disclosure of Confidential Information (as defined below) to each other, which each party acknowledges to be good and valuable consideration for its obligations hereunder, the parties hereby agree as follows:

1. "Confidential Information" as used in this agreement shall mean any information or material which is proprietary to the disclosing party or designated as Confidential Information by the disclosing party whether or not owned or developed by the disclosing party, which is not generally known by non-disclosing party personnel, and of which the receiving party may obtain knowledge through or as a result of the relationship established hereunder with the disclosing party, access to the disclosing party's premises, or communications with the disclosing party's employees or independent contractors.

Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information, and other information of a similar nature (whether or not reducing to writing or still in development): designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research development, processes, procedures, know-how, new product, or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), customer names and other information related to customers, pricing policies, and financial information.

Confidential Information shall not include information that (i) is now or later becomes generally known to the aviation entertainment/management or electronics industry (other than as a result of a breach of this Agreement); (ii) is independently developed by the receiving party, (iii) the receiving party lawfully obtains from any third party who has lawfully obtained such information; or (iv) is later published or generally disclosed to the public by the disclosing party. The receiving party shall bear the burden of showing that any of the foregoing exclusions applies to any information or materials.

2. Each party understands and acknowledges that such Confidential Information has been developed or obtained by the other party by the investment of significant time, effort and expense, and that such Confidential Information provides such party with a significant competitive advantage in its business.
3. Each party agrees to hold in confidence and not to disclose to reveal to any person or entity the Confidential Information received hereunder without the clear and express prior written consent of a duly authorized representative of the disclosing party. Each party agrees not to use or disclose any of the Confidential Information received hereunder for any purpose at any time, other than for the limited purpose(s) of this confidence.
4. Each party agrees to attempt to limit its disclosures made to the other party to those which are reasonably necessary to serve the limited purposes of this agreement.
5. Without limiting the generality of any of the provisions of the Confidentiality and Non-Disclosure Agreement, the parties specifically agree that any reports concerning Confidential Information which are not made or authorized by the disclosing party and which appear in any publication prior to the disclosing party's official disclosure of such Confidential Information shall not release the receiving party from its obligation hereunder with respect to such Confidential Information. Each party agrees that it shall not publish any review, notice or other report concerning any of the other party's Confidential Information prior to the disclosing party's intentional disclosure, at which time it will no longer be Confidential Information (but only to the extent that it is actually disclosed). Any review, notice or other report shall be limited to information, which is not Confidential Information.

6. It is understood that the parties may furnish to each other certain materials, either in writing or otherwise fixed in tangible form, constituting or containing Confidential Information. The Parties agree that any and all of these materials shall be furnished in confidence and all of the terms and conditions of this Agreement shall apply to the disclosure or furnishings of these materials. The receiving party will not copy, alter, modify, disassemble, reverse engineer or decompile any of these materials without the prior written consent of the disclosing party. Each party agrees to return to the disclosing party any and all of these materials, together with copies that may have been made, promptly upon the request of the disclosing part or, if not requested earlier promptly after the purpose(s) for which they were furnished have been accomplished or abandoned (at least with respect to the receiving party).
7. Each party represents that it has not provided or communicated any of the other party's Confidential Information to any third party, and will not do so in the future without the prior written consent of the disclosing party.
8. This agreement shall not be assignable by either party, and neither party may delegate its duties hereunder, without the prior written consent of the other party, which consent may be granted or denied in the sole discretion of the non-assigning party, except that in the event the more than fifty percent (50%) of the capital stock of a party is acquired by any person or entity, the other party's consent shall not be required for an assignment of this agreement to such person or entity. All of the terms and provisions contained herein shall insure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.
9. Nothing in this agreement shall be construed as creating any obligation on the part of any party to disclose any Confidential Information whatsoever. Nothing in this agreement shall be construed as granting any license or any other rights with respect to either party's proprietary rights or Confidential Information.
10. Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from disclosing any portion of such proprietary information pursuant to a judicial or other lawful Government order, but only to the extent so ordered, provided, however, that the receiving party receiving such order shall notify the other party in sufficient time to permit such other party to intervene in response to such order.
11. Either party receiving proprietary/confidential information under this Agreement shall maintain such proprietary/confidential information in confidence in accordance with its terms for (3) year(s) from the date of receipt of the proprietary/confidential information. Such period shall survive the termination of this Agreement and shall be binding upon the parties for the period specified.
12. THIS AGREEMENT DOES NOT GRANT ANY WARRANTY, GUARANTEE, OR MAKE REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO DATA PROVIDED HEREUNDER, AS TO ITS ADEQUACY, SUFFICIENCY, OR FREEDOM FROM DEFECT OF ANY KIND, INCLUDING FREEDOM FROM INFRINGEMENT OF TRADEMARKS, PATENTS OR COPYRIGHTS THAT MAY RESULT FROM THE USE OF SUCH DATA.

Each of the parties warrants and represents that it has carefully read and understood this agreement, and each acknowledges receipt of a copy hereof. Each person executing this agreement warrants and represents that he or she has the authority to enter into this agreement on behalf of the person, firm or corporation, if any, listed below his or her name.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this agreement as of the dates set forth below.

DPI LABS INCORPORATED

Company: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness behalf of DPI

X \_\_\_\_\_

