

**ADENEO**  
**NON-DISCLOSURE AND SOURCE CODE EVALUATION AGREEMENT**

This Agreement, effective as of \_\_\_\_\_, 200\_ by and between **ADENEO** a Washington corporation located at 14100 SE 36<sup>th</sup> Street, Suite 110, Bellevue, WA 98006, USA (hereinafter referred to as "ADENEO") and \_\_\_\_\_, a \_\_\_\_\_ corporation, having a principal place of business at \_\_\_\_\_ (hereinafter referred to as "Company").

ADENEO and the Company have developed certain confidential and/or proprietary information and documents (hereinafter referred to as "INFORMATION") more fully described in Appendix A. Company desires to evaluate ADENEO's Windows CE BSP source code and accompanying documentation included in the INFORMATION (the "Source Code") for the duration indicated in Appendix A, commencing upon delivery of such source code to Company (the "Disclosure Period") in consideration for the payment stated in Appendix A, and to engage in confidential discussions with ADENEO concerning the development and functionality of the Source Code and potential use and distribution of the INFORMATION by Company with Company's applications, all of which INFORMATION each party agrees will be used solely for the purpose(s) described in Appendix A. Appendix A is attached hereto and made a part hereof. Each party that discloses INFORMATION shall be referred to herein as "Discloser" and each party that receives INFORMATION hereunder shall be referred to herein as "Recipient."

1. From the end of the Disclosure Period, in the event the parties elect not to enter into a license and distribution agreement for the Source Code, Recipient shall destroy all of Discloser's INFORMATION per the terms of this Agreement, provided that it:
  - a) is clearly marked with Discloser's name and marked as confidential, proprietary or the substantial equivalent; and/or
  - b) if orally or electronically disclosed, is so identified at the time of disclosure by an electronic notice.
2. Recipient shall use the same degree of care to avoid disclosure of INFORMATION as it employs with respect to its own confidential and/or proprietary information, using at least a reasonable standard of care.
3. Recipient shall use its best efforts to limit dissemination of INFORMATION to only those employees and consultants who have a need to know. Recipient shall notify its employees who use INFORMATION of the obligations of this Agreement.
4. Recipient shall not disclose any INFORMATION to any other party without written authorization from Discloser.
5. Recipient shall have no obligation as to INFORMATION that:
  - a) is already known to Recipient at the time of disclosure; or
  - b) is independently developed by Recipient without breach of this Agreement; or
  - c) becomes known to Recipient from another source without confidentiality restriction on subsequent disclosure or use; or
  - d) is or becomes publicly known without fault of Recipient; or

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- e) is disclosed pursuant to any judicial or government request, requirement or order; provided that Recipient gives Discloser sufficient prior notice in order to contest such request, requirement or order.
- 6. All INFORMATION and any copies thereof will remain the property of the Discloser. Upon request of the Discloser or termination of this Agreement, and subject to Section 1 above, the Recipient shall return all INFORMATION, including any and all copies thereof.
- 7. Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Discloser's INFORMATION. Accordingly, nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products, or have products developed for it that, without violation of this Agreement, compete with the products or systems contemplated by Discloser's INFORMATION.
- 8. No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from this Agreement. Nothing contained in this Agreement shall be construed as granting or conferring any rights, licenses or relationships by the transmission of INFORMATION other than Company's right to evaluate the Source Code as provided above.
- 9. Discloser warrants that it has the right to disclose the information to recipient. All INFORMATION is provided "as is" and without warranty (express, implied, statutory, or otherwise) regarding its accuracy, completeness or performance.
- 10. DISCLOSER ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES OR ACTION INCURRED OR UNDERTAKEN BY RECIPIENT AS A RESULT OF THE RECEIPT OF INFORMATION UNDER THIS AGREEMENT.
- 11. Both parties agree that should this Agreement be breached, money damages would be inadequate compensation; accordingly, any court of competent jurisdiction may also enjoin the disclosure or use by the breaching party of any INFORMATION. This Agreement may be amended only by a written document executed by both parties.

**ACCEPTED AND AGREED:**

ADENEO

**Company**

BY: \_\_\_\_\_  
Duly Authorized Signature

BY: \_\_\_\_\_  
Duly Authorized Signature

NAME: \_\_\_\_\_  
(Please print or type)

NAME: \_\_\_\_\_  
(Please print or type)

TITLE: \_\_\_\_\_  
(Please print or type)

TITLE: \_\_\_\_\_  
(Please print or type)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Appendix A**

Both parties agree INFORMATION includes trade secrets, pending or abandoned patent applications, inventions and invention disclosures, blueprints, documents, formulas, databases, algorithms, software, firmware, source code, designs, know-how, schematics, netlists, circuit designs, cell designs, engineering specifications, copyrights, intellectual property, product development plans, processes, models, customers, suppliers, distributors, licensees, marketing plans, finances, profits, costs, pricing, manufacturing processes, business opportunities and personnel which each party holds confidential and/or proprietary and has not publicly disclosed that pertains to: (a) ADENEO's source code and accompanying documentation for its Windows CE BSP, and ADENEO's development of such source code and its functionality, and (b) Company's current and future product and application development, and potential use of such source code with Company's products and applications.

1. Company designates the following person as its focal point for the receipt of notices and/or INFORMATION:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. ADENEO designates the following person as its focal point for the receipt of notices and/or INFORMATION:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. INFORMATION will be transmitted during the Disclosure Period of twenty (20) days from the date of Company's receipt of ADENEO's source code and accompanying documentation for its Windows CE BSP. In consideration for payment to ADENEO in the sum of 0% of the complete software license fee, Company shall be permitted to use and evaluate the Windows CE BSP source code and documentation during the Disclosure Period.

4. INFORMATION will be exchanged for use by Recipient solely for the purpose(s) of:

Exploring a possible business relationship relating to commercial use of ADENEO's Windows CE BSP for Cogent platform.

- Platform (eg which Cogent Module): \_\_\_\_\_
- Version of Windows Embedded CE: \_\_\_\_\_