

**PROPRIETARY INFORMATION
NON-DISCLOSURE AGREEMENT**

The parties to this Agreement are Narda-MITEQ (“Disclosing Party”) and the undersigned “Recipient”. The parties desire that Disclosing party disclose certain Information or Items to Recipient, but Disclosing Party desires to maintain the trade secret, proprietary or private nature of such Information or Items.

As used herein, the following words have the indicated meanings:

- (i) **“Disclose”** means to reveal, make known, make available, furnish, or permit access to, whether or not intentionally.
- (ii) **“Information”** means all oral, written, or other information whatsoever, including information in documents and other recording media and information embodied in any item, which in connection with the Matter, is (a) obtained by Recipient from or through Disclosing Party, (b) obtained by or through Recipient by an examination of any item, or (c) created by or through Recipient. It includes but is not limited to ideas, inventions, discoveries, formulas, methods, designs, drawings, specifications, engineering and manufacturing data.
- (iii) **“Item”** means any system, subsystem, assembly, subassembly, device, components, product, or machine, work of authorship, or part thereof, or substance which is disclosed by or through Disclosing Party hereunder, which embodies trade secret or other proprietary or private information or Disclosing Party or of any third party if disclosed by or through Disclosing Party.

1. **Non-Disclosure.** Recipient agrees as follows:

1.1 For a period of ten (10) years from the date of each disclosure, if the date of disclosure is not indicated on the Information or Item disclosed, from the date hereof, not to disclose any Information or Item, in any manner whatsoever, directly or indirectly, whether in whole or in part, without the prior written consent of Disclosing Party, to any individual, firm or entity, excepting solely an individual who (a) is an officer, director or employee of Disclosing Party or of the Recipient and, (b) has a clear need to know for purposes directly related to the matter, provided, however, that as to any visual or oral Information or Item, Disclosing Party shall provide a written summary of such Information or Item to Recipient within sixty (60) days after disclosure.

2. **Exclusions.** The obligations of a Recipient under Section 1.1 hereof shall not apply to the following:

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- 2.1 Any Information which, at the time of disclosure, is already rightfully possessed by Recipient or is already in the public domain;
- 2.2 Any Information which, after the disclosure, enters the public domain without any action or fault of Recipient.
- 2.3 Any Information which is obtained, other than in connection with the Matter, from any individual, firm or entity which had the unrestricted right to disclose it;
- 2.4 Any Information which is developed independently by Recipient without reference to any Information or Item;
3. Period of Making Proceed Disclosures. Disclosure first made more than two (2) years after the date hereof shall not be subject to this Agreement.
4. Survival. This Agreement shall survive the execution of any subsequent contract between the parties hereto, excepting solely if the subsequent contract relates to the Matter an expressly addresses Recipient's non-disclosure obligations with respect to the Matter.
5. Preservation of Markings. Recipient shall not alter or delete any markings on any Information or Item restricting its disclosure, use or reproduction or indicating its proprietary or private status. Recipient shall include all such markings in all copies of any Information which it makes.
6. Non-Disclosure Agreements from Third Parties. If Disclosing Party gives its written consent to Recipient to disclose Information or Item to a third party, Recipient shall require the third party to execute a non-disclosure agreement in form, and substance satisfactory to Disclosing Party. Recipient shall promptly furnish Disclosing Party with a copy of all such non-disclosure agreements.
7. No Proprietary Right. Nothing herein shall confer upon Receipt any right, title, interest or license whatsoever in or to any party thereof.
8. Construction. The Agreement shall not be construed so as to require any party to furnish any Information or Item to another party.
9. Injunction. In the event of any breach of this Agreement by either party, or any threatened or attempted breach by either party, the other party to this Agreement shall be entitled to an injunction against the breaching party. Nothing contained herein precludes the other party from pursuing any other remedies available hereunder or at law or equity for such breach, including the recovery of damages.

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10. General

- 10.1** This agreement constitutes the entire, final and complete agreement between the parties relevant to the subject matter hereof, and it supersedes and replaces all written and oral agreements relevant to the subject matter made or existing by and between the parties or their representatives, and there shall be no modifications hereto unless it is in writing signed by the parties.
- 10.2** Validity, interpretation, performance, remedies, and all other issues relating to this Agreement shall be governed by the internal law of the State of New York.
- 10.3** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Recipient

**Narda-MITEQ
435 Moreland Road
Hauppauge, NY 11788**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____