

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement"), effective as of the date set forth last below, is made by and between the undersigned counter party (the "Counter Party") and Innophase Inc. In consideration for the mutual agreements and other provisions of this Agreement, the parties hereto agree as follows:

1. Scope of Confidential Information.

1.1. "Confidential Information" means, subject to the exceptions set forth in Section 1.2 hereof, any information or data that is disclosed or otherwise made available by a party hereto (the "Disclosing Party") to the other party hereto (the "Receiving Party") and that (a) the Disclosing Party has clearly marked or identified in writing as confidential or proprietary, or (b) the Disclosing Party identifies as confidential at the time of disclosure with written confirmation within 30 days of disclosure to the Receiving Party; provided, however, that reports and/or information related to or regarding the Disclosing Party's business plans, business methodologies, strategies, technology, specifications, development plans, customers, prospective customers, billing records, and products or services shall be deemed Confidential Information of the Disclosing Party even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in Section 1.2 hereof.

1.2. "Confidential Information" shall not include any information that: (a) is or becomes available to the public (other than as a result of disclosure by Receiving Party or its representatives prohibited by this Agreement); (b) is made available to Receiving Party by a third party not known by Receiving Party (at the time of such availability) to be subject to a confidentiality obligation in favor of Disclosing Party; (c) was available to or in possession of Receiving Party (free of any confidentiality obligation in favor of Disclosing Party known to Receiving Party at the time of disclosure or availability) prior to disclosure of such information by Disclosing Party to Receiving Party; (d) is developed independently by Receiving Party or Receiving Party's directors, officers, employees, agents, consultants, contractors, representatives or affiliated entities (collectively, "Associated Persons") without use of any Confidential Information of Disclosing Party; (e) is made available to third parties by Disclosing Party without restriction on the disclosure of such information.

2. Use and Disclosure of Confidential Information.

2.1. The Receiving Party shall only use the Confidential Information internally solely for the purpose of evaluating a potential business relationship between the Receiving Party and the Disclosing Party (the "Permitted Purpose"). The Receiving Party shall not, without the prior written consent of the Disclosing Party, directly or indirectly, disclose to anyone all or any portion of the Confidential Information, other than furnishing such Confidential Information to (a) Associated Persons who are required to have access to such Confidential Information in connection with the Permitted Purpose, and (b) professional advisers (e.g., lawyers and accountants); provided that the Receiving Party uses commercially reasonable efforts to ensure that any and all such Associated Persons are bound by agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information in the manner set forth in this Agreement.

2.2. The Receiving Party shall use at least reasonable care and adequate measures to protect the confidentiality of the Confidential Information of the Disclosing Party. Without

limiting any of the foregoing, such measures shall be at least the equivalent of measures which the Receiving Party uses to protect the Receiving Party's own Confidential Information.

2.3. In the event that the Receiving Party is required by law to make any disclosure of any of the Confidential Information of the Disclosing Party, by subpoena, judicial or administrative order or otherwise, the Receiving Party shall give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information.

2.4. The Receiving Party agrees to notify the Disclosing Party promptly in writing if the Receiving Party becomes aware of any material breach of this Agreement with respect to the Confidential Information of the Disclosing Party in the Receiving Party's possession.

3. Certain Rights and Limitations.

3.1. All Confidential Information shall remain the property of Disclosing Party. The provision of Confidential Information hereunder shall not transfer any right, title or interest in such information to Receiving Party, except for the limited rights granted in Section 2.1. Disclosing Party does not grant Receiving Party any express or implied right to or under Disclosing Party's or another party's patents, copyrights, trademarks, trade secret information or other proprietary rights.

3.2. The Receiving Party shall not reverse-engineer any hardware device, or reverse-engineer, decompile, or disassemble any software disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party.

3.3. This Agreement imposes no obligations on either party to exchange any Confidential Information or to purchase, sell, license, transfer or otherwise transact in any technology, services or products.

3.4. Confidential Information disclosed by the parties under this Agreement may be subject to export controls under the laws of the United States. Each party will comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other party without first obtaining all required United States authorizations or licenses.

3.5. The Counter Party acknowledges and understands that Innophase Inc. is engaged in the business of wireless transceivers and wireless infrastructure and is currently developing and will continue to develop technology in and related to wireless technology. Nothing herein will preclude Innophase Inc. from developing wireless technology so long as Innophase Inc. does not breach this Agreement.

3.6. The obligation of the Receiving Party provided in Section 2 hereof shall continue for Two (2) years from the date of each receipt of the Confidential Information, even after

termination of this Agreement according to Section 6 hereof. However, the Receiving party's obligation to protect the Disclosing party's trade secrets is continual for as long as the Confidential Information is maintained as a trade secret.

4. Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR LOSS OF PROFITS, REVENUE, OR LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Remedies: Receiving Party acknowledges that a breach by it of any of the terms of this Agreement could cause irreparable harm to the Disclosing Party for which Disclosing Party could not be adequately compensated by money damages. Accordingly, Receiving Party agrees that, in addition to all other remedies available to Disclosing Party in an action at law, in the event of any breach or threatened breach by the Receiving Party of the terms of this Agreement, the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement.

5. Nonsolicitation and Nonhire. From and after the date first set forth above and for a period of one year after the termination of this Agreement, each party agrees (a) not to, directly or indirectly, or in concert with others, encourage or seek to influence any officer or employee of the other party to quit or leave employment with the other party, and (b) not to employ or otherwise engage (as employee, consultant, independent contractor or otherwise) any officer or employee of the other party.

6. Term and Termination.

6.1. This Agreement shall remain in effect for a period of two (2) years, but may be terminated earlier by either party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination. In addition, Section 5 shall survive any such termination for the period specified in such Section 5.

6.2. Upon the earlier of (a) the termination of this Agreement or (b) Disclosing Party's written request, Receiving

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their duly authorized signatories.

[Counter Party]

By:

Name:
Title:
Date:

Address for notices to Counter Party:

Party agrees to use good faith efforts to promptly return to Disclosing Party or destroy all Confidential Information, and all copies, summaries and notes of the contents or parts thereof, that are in the possession of Receiving Party and to certify the return or destruction of such Confidential Information; provided, however, that Receiving Party may retain a summary description of Confidential Information for archival purposes.

7. Warranty. Disclosing Party warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

8. Miscellaneous. This Agreement does not create any agency or partnership relationship between the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois governing such agreements, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of California, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied. Except where expressly indicated otherwise, the words "written" or "in writing" shall include, but not be limited to, written or printed documents, in any format now know or later developed including electronic and facsimile transmissions and computer disks or tapes (whether machine or user readable). If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement, which shall remain in full force and effect. No amendment or alteration of the terms of this Agreement shall be effective unless made in writing and executed by both parties hereto. A failure or delay in exercising any right in respect to this Agreement shall not be presumed to operate as a waiver, and a single or partial exercise of any right shall not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given.

Innophase Inc.

By:

Name: Greg Winner
Title: VP & GM BU IoT
Date:

Address for notices to Innophase Inc.:

Innophase, Inc.
6815 Flanders Drive
San Diego, CA 92121