

**{ KORE HOLDINGS, LLC }**  
**MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

This Mutual Non-Disclosure and Non-Circumvention Agreement (this “Agreement”) is entered into by and between Kore Holdings, LLC (“Kore”) a Arizona limited liability company and \_\_\_\_\_ a Company/Individual located at \_\_\_\_\_ (collectively, the “Parties”), and is deemed effective as of \_\_\_\_\_, 20\_\_\_\_, the date of the confidential disclosure of any kind by either Party to the other.

In anticipation of a future agreement between the Parties, they intend to share certain “Confidential Information” (defined below) for the limited purpose of developing, employing Kore’s intellectual property, know-how, and trade secrets, as well as each Party’s capacity to perform in any prospective business relationship (the “Evaluation”).

This Agreement sets forth the terms and conditions upon which the Parties are willing, for the purposes of the Evaluation, to grant each other access to their respective Confidential Information, which may be discarded by either Party (as a “Discloser”) to the other Party (as a “Recipient”). Therefore, for the privilege of obtaining such limited access to a Discloser’s Confidential Information, and for the goods and other valuable consideration, the Parties hereto mutually agree as follows:

1. **Confidential Information.** As used in this Agreement, the term “Confidential Information” means and includes closely held or proprietary information, not readily available or otherwise known to the public, that was created, developed, owned, licensed, held or used by a Discloser and that is disclosed to or otherwise received by Recipient in any oral, written or electronic form: any and all intellectual property (e.g., contemplated patents, copyrights, trademarks, etc.), trade secrets, product or service concepts, inventions, ideas, know-how and other confidential or proprietary information related to Discloser’s business, products, services, technologies, assets, finances and related rights and opportunities, including without limitation:
  - a. any reports, plans, summaries, models, test results, technical materials, techniques, processes, methods, schematics, drawings, configurations, assemblies, adaptations, engineering concepts and innovations, computer programs, source code, algorithms and related documentation, databases, testing data, laboratory results, research information and manufacturing techniques; any information regarding Discloser’s business relationships, projects, research and development efforts, and any business, financial, research, development, marketing and sales plans; the names and addresses of Discloser’s past, present and prospective customers, manufacturers, and pricing data, sales data, sources of supply, internal procedures, quality control programs, systems, forms, manuals, instructions, financial data, market surveys and plans; the names, addresses and other contact information of Discloser's actual or potential investors, lenders, purchasers, vendors, lessors, licensors, licensees and partners that Discloser discloses or introduces to Recipient, and any financial information and other confidential information pertaining to such third parties; any information marked “CONFIDENTIAL,” “PROPRIETARY,” or with words of similar import; and any other similar information relating to Discloser and its business that is not known to the public and that, in light of industry norms, Recipient knows or reasonably should know was disclosed to Recipient under an implicit obligation of confidentiality to Discloser; and
  - b. any and all information in Discloser's possession or control received from a third party related to the third party or the business of the third party that is marked “CONFIDENTIAL,” “PROPRIETARY,” or with words of similar import; or that Recipient knows or reasonably should know was received by Discloser under an obligation of confidentiality to such third party.

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2. **Protection of Confidential Information.** Recipient recognizes that the Confidential Information is valuable confidential information and/or proprietary to Discloser and/or third parties, and that any unauthorized use or disclosure of the Confidential Information would cause substantial harm to Discloser and/or third parties. Recipient and its employees, agents and independent contractors shall hold the Confidential Information in trust and in strict confidence and shall protect it with the utmost care, taking all necessary precautions to maintain the confidential nature of the Confidential Information disclosed to or received by Recipient, and exercising in any event no less than the same degree of secrecy and confidentiality as Recipient would extend to Recipient's own confidential information, disclosing the same only to Recipient's own employees, independent contractors, attorneys and accountants who have a legitimate "need to know." Recipient shall inform Recipient's employees, independent contractors, attorneys and accountants of Recipient's obligations under this Agreement and take appropriate steps to ensure that they comply with all of Recipient's obligations hereunder. Without in any way limiting the foregoing, but subject to the exceptions in Section 3 below, Recipient shall never disclose to any third party, nor shall it ever permit or assist any third party (including without limitation any parent, subsidiary, affiliate, partner or owner of Recipient) to use, except for the limited purpose of the Evaluation, or to copy or disclose, any Confidential Information, unless such third party has been pre-approved by Discloser and, in Discloser's discretion, has also signed a similar non-disclosure agreement with Discloser regarding the Evaluation. Acting in good faith at all times, Recipient shall not use any of the Confidential Information for Recipient's own benefit or for the benefit of any third party, or for any other purpose, except as needed to carry out the limited purpose of the Evaluation. Recipient further agrees to indemnify and hold Discloser harmless against any losses, damages and expenses incurred or suffered by Discloser as a result of any breach of this Agreement by Recipient or by any of Recipient's employees, agents, independent contractors, affiliates or any unauthorized recipients of any Confidential Information disclosed by Recipient.
3. **Exceptions.** This Agreement shall not be interpreted to prevent the Recipient's use or disclosure of any Confidential Information (or any other information) that Recipient can prove, as of the date of any such use or disclosure, (a) was in Recipient's lawful possession in tangible form prior to receipt from Discloser, (b) is required by law to be disclosed (but only to the extent that any such limited disclosure is legally required), (c) is or becomes public knowledge (i.e., part of the public domain) other than by a breach of this Agreement, (d) is lawfully received from a third party not obligated to hold such information confidential, or (e) was independently developed by or for Recipient from no confidential sources and without reference to any of Discloser's Confidential Information disclosed under this Agreement.
4. **Disclaimers.** This Agreement does not (a) obligate Discloser to disclose any particular information; (b) require Recipient or Discloser to develop, make, use, buy, sell, or otherwise dispose of any existing or future product or service, or to favor or recommend any product or service of the other Party; (c) restrict Recipient from developing or acquiring new products or services, so long as any such product or service is independent of and not similar to or derived from any of Discloser's Confidential Information; or (d) grant either Party a license or any right to otherwise commercialize or exploit the Discloser's Confidential Information in the absence of a final, definitive agreement between the Parties.
5. **Non-Circumvention; Good Faith; Cooperation.** It is understood that mutual trust, good faith and reasonable cooperation shall exist at all times between the Parties in order to accomplish the purposes of this Agreement. Accordingly, Recipient agrees that it shall not develop or market any competing technology that incorporates Confidential Information; that it shall not interfere with any contract between Discloser and its partners, customers, vendors, licensors, licensees, affiliates, investors or lenders; and that it will not, directly or indirectly, seek to reverse engineer the proprietary technology in Discloser's technology. Both Parties covenant and agree not to circumvent or undermine, or

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attempt to circumvent or undermine, the other Party with respect to the other Party's disclosed actual or potential business opportunities, business partners, investors, lenders, purchasers, vendors, referral sources, lessors, licensees or licensors (unless and until written permission is granted by such Party to the other, and then only upon the limited terms and conditions set forth in such authorization). Each Recipient agrees that the Confidential Information received from Discloser shall be for its use solely in connection with the Evaluation described above, and that the Recipient shall not disclose or use any Confidential Information in any manner to directly or indirectly compete or otherwise interfere with or detract from the business activities of the Discloser. If and to the extent that the consent or cooperation of any third party is required to fulfill the purposes of this Agreement, the Parties agree to exercise their reasonable best efforts to obtain such consent or cooperation, or if the same is not obtainable, to cooperate in any reasonable arrangement designed to provide the Parties with the benefits or equivalent result of such consent by reasonable and lawful means.

6. Return of Confidential Information. Upon Discloser's request, and in any event upon completion or termination of the Evaluation if not succeeded by a definitive agreement between the Parties, Recipient shall promptly return to Discloser all materials in Recipient's possession or control that contain or represent any Confidential Information, including but not limited to documents, drawings, diagrams, flow charts, computer programs or codes, memoranda, plans, notes, and all copies thereof in any medium; and Recipient shall promptly thereafter certify in writing to Discloser that it has honored all of its obligations under this Agreement.
7. Other Agreements; Compensation. In the absence of a definitive agreement that supersedes this Agreement, both Parties acknowledge and agree that upon entering into this Agreement neither Party is acquiring any license, permission, ownership rights, proprietary interests or any other right, entitlement or privilege in and to the Confidential Information of the other Party beyond the express, limited provisions of this Agreement. The Parties agree that neither Party now owes the other, nor will either Party ever owe the other, any compensation or payment solely by virtue of this Agreement. Any compensation or payment for services, commissions, referral fees, consultation fees, or the like must be evidenced by a separate writing or purchase order signed by both Parties. The Parties further agree that the non-disclosure and non-circumvention promises herein are adequate consideration for the execution of this Agreement.
8. No Agency or Fiduciary Relationship. Neither Party intends that any agency, partnership, fiduciary, employment or independent contractor relationship be created between them by this Agreement, and the formation of an agency, partnership, fiduciary, employment or independent contractor relationship between these Parties is hereby expressly negated.
9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with Arizona law, without any consideration of its rules governing conflicts of law.
10. Equitable Remedies. Recipient acknowledges that any breach of this Agreement would cause Discloser to suffer irreparable harm for which monetary damages would be an inadequate remedy, and waives any claim to the contrary. Recipient therefore agrees that Discloser shall be entitled to an injunction restraining any actual or threatened breach of this Agreement and to specific performance where applicable, in addition to such damages as a court of competent jurisdiction may award.
11. Term of Agreement. This Agreement shall remain in full force and effect during the performance of the Evaluation and thereafter until all Confidential Information acquired by a Recipient becomes part of the public domain or until this Agreement is expressly superseded by a definitive agreement between the Parties.

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- 12. Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original. All counterparts taken together shall constitute one and the same original Agreement, which shall be fully binding upon each Party who executes any counterpart. Execution copies of this Agreement with signatures affixed may be transmitted by facsimile and shall be deemed fully binding upon execution and receipt of the same by the other Party.
- 13. Attorneys' Fees.** In the event that either Party hereto shall be found in default or breach of this Agreement by arbitration or a court of competent jurisdiction, said Party shall be liable to pay all reasonable attorneys' fees, arbitration and court costs, and other reasonably related collection costs and expenses incurred by the other Party in enforcing its rights hereunder.
- 14. Entire Agreement; Amendments; Etc.** This Agreement constitutes and represents the entire agreement of the Parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between these Parties are incorporated herein or superseded in their entirety by this Agreement. No Party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement. This Agreement may be amended at any time upon unanimous agreement if reduced to writing and signed by all Parties in order to become effective. A waiver by any Party of any term or condition of this Agreement, shall be valid only if in writing and signed by the waiving Party, and only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof. If any provision of this Agreement is found by arbitration or a court of competent jurisdiction to be inconsistent with or contrary to any applicable law or regulation, the latter shall be deemed to control and this Agreement shall be treated as modified accordingly (retroactively), giving maximum permissible effect to the Parties' intentions expressed herein, and the remainder of this Agreement shall continue in full force and effect. The individuals signing this Agreement for their respective companies warrant that they are fully authorized to do so and that their respective companies are thereby legally bound by all of the terms and conditions hereof.
- 15. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

**KORE HOLDINGS, LLC**

\_\_\_\_\_  
(Company / Individual)

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(printed)

Name: \_\_\_\_\_  
(printed)

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

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

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

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

