

UWB Alliance Confidentiality Agreement

Dated December 19, 2018

1 Definitions

Capitalized terms used in this Confidentiality Agreement shall have the following definitions and meanings:

“Board” or **“UWBA Board”** shall refer to the collective entity of representatives from either the Promoter or Contributing Member classes of Membership, each designated by a Board Member of the UWB Alliance, which shall serve certain purposes described in this Agreement. By way of clarification, the Board shall have the rights and obligations set out in the UWB Alliance Confidentiality Agreement.

“Confidential Information” shall mean: (i) with regard to Confidential Information of a Member, Contributions that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30 days after such initial disclosure; or (ii) with regard to Confidential Information of UWB Alliance, information concerning the status of matters under consideration by the UWB Alliance, including but not limited to Specifications or other documents that are provided in tangible form and are clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30 days after such initial disclosure. Provided, however, that reports and/or information related to or regarding the Disclosing Party’s business plans, business methodologies, strategies, specifications, development plans, customers, and/or billing records will be deemed Confidential Information of the Disclosing Party even if not so marked or identified.

“Contribution” means any original work of authorship, including any modifications or additions to an existing work, that is submitted by the author for inclusion in any UWB Alliance Publication. For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the UWB Alliance Publication, but excluding any communication that is conspicuously designated in writing as not a contribution.

“Date” means the date on which the Signatory signs this Agreement.

“Disclosing Party” means a party *that* discloses Confidential Information under this Agreement.

“Member” shall mean an entity that has completed the application forms and has executed a copy of this Agreement, and whose Agreement has been counter-signed by the Secretary, indicating acceptance by the Board. For purposes of the UWB Alliance Confidentiality Agreement, the UWB Alliance will also be treated as a Member.

“Receiving Party” means a party that receives Confidential Information under this Agreement.

2 Handling Confidential Information

2.1 General Principle

As a general principle, no Member wishes to receive from any other Member under this Agreement any information which the disclosing Member considers to be confidential; however, the Members do wish to allow the work of the UWB Alliance to proceed in a constructive manner under conditions which promote candid and open discussions.

2.2 Degree of Care

Unless and until Confidential Information is made available to the public through the processes set forth herein or established by the Board, each Member (except the owner or authorized licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own confidential information to not disclose such Confidential Information, but in no event less than reasonable care and adequate measures.

2.3 Term of Obligation

The obligation of confidentiality set forth in this Confidentiality Agreement shall expire five (5) years from the date the Confidential Information is first disclosed to the Member, and shall not apply to any information which: (i) is or becomes publicly available other than by the Member's breach of a duty; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is rightfully known by the Member without any limitation on disclosure prior to its receipt; (iv) is independently developed by a Member or the UWB Alliance without use of the Confidential Information; or (v) is released for disclosure by the Member with the disclosing party's written consent. Notwithstanding the foregoing, the Member's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

2.4 Not Prohibited Disclosures

Disclosure of Confidential Information is not prohibited if prior notice is given to its owner and in such disclosure is (a) compelled pursuant to a legal proceeding or (b) otherwise required by law; provided, however, that prior to disclosing Confidential Information the party proposing to make such disclosure shall first make a reasonable effort to obtain a protective order or to inform the owner of the Confidential Information in such time and manner as to allow it a reasonable opportunity to seek such an order.

2.5 Certain Rights and Limitations

The Receiving Party shall not embody any of the Proprietary Information of the Disclosing Party in any of the Receiving Party's products, processes or services

The provision of Confidential Information hereunder shall not transfer any right, title or interest in such information to Receiving Party. Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party's patents, copyrights, trademarks, trade secret information or other proprietary rights.

Ultra Wide Band Alliance, LLC

Timothy Harrington, Chairman & Executive Director

Date

Signatory

Print Name

Signed

Company

Date