

## **Confidentiality and Non-Disclosure Agreement**

This Confidentiality and Non-Disclosure Agreement refers to:

\_\_\_\_\_ (the project),  
and covers any communication between BluBØX Security, Inc. and:  
\_\_\_\_\_ (the Recipient),  
with regards to this project.

The parties to this Confidentiality Agreement have agreed to establish terms governing the confidentiality of certain information BluBØX may disclose to the Other Party. (Referred to as ("Recipient").

NOW THEREFORE, the parties agree as follows:

1. For the purposes of this Confidentiality Agreement, "Confidential Information" means all information in whatever form transmitted relating to the past, present, or future business affairs, including without limitation, research, development, or business plans operations of systems, of BluBØX or another party whose information BluBØX in its possession under obligation if confidentiality, which (a) is disclosed by (-) or its affiliates to Recipient or its affiliates, bearing an appropriate legend indicating its confidential or proprietary nature or otherwise disclosed in a manner consistent with this confidential or proprietary nature or (b) is produced or developed during the working relationship between the parties and which would, if disclosed to competitors of either party, give or increase such competitor's advantage over that party to diminish that party's advantage over its competitors. This information also includes confidential and proprietary product, customer and other information concerning BluBØX business, which information is otherwise not available to BluBØX competitors and the public, and BluBØX- marketing information, brochures, printed material, rates, rate tables, contract, etc.  
Confidential information shall not include any information that: (a) is already known to Recipient at the time of its disclosure; (b) is or becomes publicly known through no wrongful act of Recipient; (c) is communicated to a third party with express written consent of BluBØX or (d) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure the Recipient shall give BluBØX and adequate opportunity to interpose an objection or take action to ensure confidential handling of such information.
2. For a period of three (3) years from the date of disclosure to Recipient, Recipient shall not disclose any Confidential Information it receives from BluBØX to any person or entity except employees of Recipient and its

affiliates who have a need to know and who have been informed of Recipient's obligations under this Confidentiality Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of such Confidential Information as Recipient uses for its own confidential information of like importance. Recipient shall use Confidential Information only for the purposes consented to by BluBØX.

3. All Confidential Information disclosed by BluBØX, Recipient under this Confidentiality Agreement in tangible form (including, without limitation, information incorporated in computer software or held in electronic storage medium) shall be and remain property of BluBØX. All such Confidential Information shall be returned to BluBØX promptly upon written request and shall not thereafter be retained in any form by Recipient. The rights and obligations of the parties under this Confidentiality Agreement shall survive any such return of Confidential Information.
4. BluBØX shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any confidential information disclosed under this Confidentiality Agreement.
5. The parties agree that, in the event of a breach or threatened breach of the terms of this Confidentiality Agreement, BluBØX shall be entitled to an injunction prohibiting any such breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the form of monetary damages. The parties acknowledge that Confidential Information is valuable and unique and damages for breach cannot be easily quantified, and that disclosure in breach of this Confidentiality Agreement will result in irreparable injury to BluBØX.
6. All rights and obligations hereunder shall survive in respect to Confidential Information disclosed prior to expiration of this Agreement.
7. Neither party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Confidentiality Agreement without prior written consent of the other party.
8. This Confidentiality Agreement: (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements; (b) may not be amended or in any manner modified except in writing and signed by the parties; and (c) shall be governed by and construed in accordance with the laws of Massachusetts without regard to its choice of law provisions. If any provision of this Confidentiality Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permits its enforcement in a manner most closely approximating the intention of the parties as expressed herein.
9. Recipient holds BluBØX harmless against all claims, damages, and expenses including reasonable attorney' fees, resulting from an alleged wrongful disclosure by Recipient which would breach this Agreement.
10. It is understood that BluBØX does not grant to Recipient any rights BluBØX may have under existing or future patents or proprietary information.

IN WITNESS THEREOF, the parties hereto have caused this Confidentiality Agreement to be executed in duplicate, each on its own behalf, by the person duly authorized for that purpose as of the date mentioned above.

Recipient:

BluBØX Security, Inc.



.....  
Signature

.....  
Patrick de Cavaignac  
Sr. Vice president and COO

.....  
Name in Print

June 28<sup>th</sup>, 2016

.....  
Date

.....  
Date