Mutual Non Disclosure Agreement Signature Page

The Parties have executed this Non Disclosure Agreement as of the date of the signatures below.

Signed for and on behalf of **FON Wireless Limited**		Signed for and on behalf of **Company Name:**
SIGNATURE:		SIGNATURE:
(Authorised signatory)		(Authorised signatory)
PRINT NAME:		PRINT NAME:
TITLE:		TITLE:
DATE:		DATE:
ADDRESS	FON Wireless Limited c/o FON Technology, S.L. Avenida de Bruselas, 7. Planta 3 28100 Alcobendas (Madrid) Spain	ADDRESS
TELEPHONE	+34.91.291.9600	TELEPHONE
FAX	+34.91.291.7688	FAX

Mutual Non Disclosure Agreement

THIS **MUTAL NON DISCLOSURE** AGREEMENT is entered between **FON Wireless Limited**, a company organized under the laws of England, having its registered office at 8 Clifford Street W1S 2LQ London ("**FON**"), and the undersigned individual or company named on the Signature Page to this Agreement ("**Company**").

Background

Within the terms of this Mutual Non Disclosure Agreement ("**Agreement**"), each party wishes to disclose to the other Confidential Information (as defined below) in the context of discussions which the parties are entering into with regard to potential partnership opportunities and collaboration in the provision and distribution of WiFi services using the FON Community (the "**Project**") and each party wishes to have access to such Confidential Information.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. **Definitions**

(a) "Associated Company" means any company which is for the time being and/or from time to time a subsidiary or may be a holding company of a party or a subsidiary of any such holding company.

(b) "Effective Date" means the date of this Agreement, being the date of its signature by both parties.

(c) "Contractor" means any person who is paid directly or indirectly by either party to assist in the Project.

(d) "Purpose" shall mean any discussions and exchange of other written and non-written information between the parties concerning or in connection with the Project.

(e) "Confidential Information" shall mean the terms of the collaboration discussions and also product, business, marketing, strategic, technical, or other information relating to customers or suppliers, or data (including but not limited to information retained on all types of medium including written, diagrammatical, software, plans or other storage medium) relating to the business or affairs of a party disclosed in connection with the Project, whether in writing, orally or by any other means, and whether or not that information is marked "confidential", to one party ("the Recipient") by the disclosing party, whether before or after the date of this Agreement, but shall exclude any information which:

(i) is in or comes into the public domain in any way without breach of this Agreement by the Recipient; or

(ii) the Recipient can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Recipient from the disclosing party under an obligation of confidence; or

(iii) the Recipient can show was developed by or for the Recipient at any time independently of any information disclosed to it by the disclosing party; or

(iv) the Recipient obtains or has available from a source other than the other party without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the disclosing party; or

(v) is hereafter furnished to the Recipient by a third party without restriction on disclosure or use; or

(vi) is disclosed by the Recipient with the prior written approval of the disclosing party in accordance with the terms of such written approval.

2. **Termination**

The term of this Agreement is two years from the Effective Date. Either party may terminate this Agreement at any time during the term by notice in writing to the other party. On termination of this Agreement or expiration of the term, the parties shall, on written request, return to the other party or destroy (as relevant) all the other party's Confidential Information and any copies thereof. Notwithstanding termination or expiration of the term, the confidentiality obligations imposed by this Agreement shall continue for five years after the date of the termination notice or the expiration of the term as appropriate.

3. **Handling of Confidential Information**

The Recipient shall maintain the other party's Confidential Information in confidence and shall exercise in relation to the Confidential Information no lesser security measures and degree of care than those which the Recipient applies to its own Confidential Information, which the Recipient warrants as providing the protection against unauthorised disclosure, copying or use required by the terms and conditions of this Agreement. The Recipient shall ensure that disclosure of the Confidential Information is restricted to those employees, directors or Contractors of the Recipient, and/or its Associated Companies who need access to the Confidential Information for the Purpose and who have agreed to be bound by the terms of this Agreement. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the disclosing party. Where any Confidential

Information is incorporated into any documents prepared by the Recipient, such documents (and any copies thereof) shall remain the property of the Recipient but shall be destroyed in accordance with clause 2 upon the termination of this Agreement.

4. **Limitations and Warranty**

(a) The Recipient shall:

(i) use the Confidential Information only for the Purpose; and

(ii) not divulge the other party's Confidential Information, in whole or in part, to any third party; and

(iii) make no other commercial use of the Confidential Information or any part of it without the prior written consent of the other party.

(b) Notwithstanding the foregoing, the Recipient shall be entitled to make any disclosure of the Confidential Information required by law, regulation or on behalf of any competent regulatory authority or by a court of competent jurisdiction provided that (if legally possible to do so) it gives the disclosing party not less than two business days' prior notice in writing of such proposed disclosure.

(c) The Recipient acknowledges that Confidential Information is disclosed on an "as is" basis. In no event shall the disclosing party be liable for the accuracy or completeness of any Confidential Information. The disclosing party gives no warranties, whether express or implied including any implied warranties of satisfactory quality and fitness for a particular purpose with respect to the Confidential Information.

5. **Disclaimer**

All rights in the Confidential Information are reserved by the disclosing party and no rights or obligations other than those expressly contained in this Agreement are granted or to be implied. In particular, no licence is granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made, obtained or licensable by either party.

6. **Business Autonomy**

Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into any business relationship or shall preclude, impair or restrict either party from continuing to engage in its business

7. **Waiver**

Any failure to exercise any right or remedy available to a party does not limit that party's rights to exercise that or any other right or remedy. Any waiver or variation of the terms of this Agreement must be in writing and signed by both parties.

8. **Remedies**

Each party acknowledges that remedies at law may be inadequate to protect the other against, and that damages would not be adequate compensation for, a breach of this Agreement. In the event of a breach of this Agreement by a party, that party hereby in advance agrees and consents to the granting of an injunction (whether interlocutory or otherwise) against it to prevent disclosure or use by it of the other party's Confidential Information.

9. **Severability**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

10. **Entire Agreement, Governing Law and Jurisdiction**

This Agreement constitutes the entire agreement and understanding between the parties in respect of the Confidential Information and supersedes all previous agreements, understandings and undertakings, in such respect. It is the intent of the parties that the provisions of this Agreement may not be varied, no alteration to this Agreement may be made unless mutually agreed upon by the parties and made in writing and signed by the parties. The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.