

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT, is made and entered into this by and between RealCom Associates, LLC, a Washington limited liability company, having its principal office at 14432 SE Eastgate Way, Suite 260, Bellevue, WA 98007 ("REALCOM"), and _____, located at _____ ("Candidate", and collectively with REALCOM, the "Parties", and individually a "Party"), dated effective as of _____, 2009.

RECITALS

- A. The Parties desire to discuss information regarding proposals for wireless telecommunication projects. ("Purpose");
- B. The Parties may, in conjunction with the aforesaid, disclose to each other certain proprietary and/or confidential information, relating to: the Purpose, including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms ("Information") and the Parties are willing to undertake to restrict the use and further disclosure of the Information.

THE PARTIES AGREE AS FOLLOWS:

- 1. Each Party ("Receiving Party") shall keep all Information received from the other Party ("Disclosing Party") in whatever form as strictly confidential and shall not disclose it to third parties without the prior written consent of the Disclosing Party.
- 2. The Receiving Party shall not use Information for any purpose other than the Purpose set forth without the prior written consent of the Disclosing Party. Nor, shall Receiving Party use information to contact a potential client of Disclosing Party without prior written consent of the Disclosing Party. Information for any other use beyond the Purpose shall require a separate written agreement between the Parties.
- 3. Each Party shall restrict access to Information received from the other Party to only those of its employees, representatives, contractors or advisors to whom such access is reasonably necessary or appropriate for carrying out the Purpose. Upon request, each Party agrees to obtain Non-Disclosure Agreements similar in form to this agreement from such individuals prior to disclosing Information to the individuals.
- 4. Each Party agrees to exercise at least the same degree of care in protecting Information from such disclosure as it exercises in respect of its own confidential information and business secrets.
- 5. The foregoing obligations shall not apply to any Information which:
 - (a) is, generally known to the public at the time of disclosure or later becomes so generally known through no fault of the Receiving Party;
 - (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the contemporaneous written records of the Receiving Party;
 - (c) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation;
 - (d) is at any time independently developed by the Receiving Party as proven by its contemporaneous written records; or
 - (e) is required by law, court order or a governmental agency to be disclosed (in which case the Receiving Party will give the Disclosing Party as much notice thereof as reasonably practicable and disclosure will be done only to the extent required, and subject to confidentiality protection to the extent reasonably possible).
- 6. The Parties recognize that each of them may be part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each Party to provide Information to its affiliated companies. For this purpose, each Party agrees (both as the Disclosing Party and as the Receiving Party hereunder) that:
 - (a) the Receiving Party may disclose Information to an Affiliate (defined below) but only to the extent that such Affiliate has a need to know such Information in order to carry out the Purpose;
 - (b) disclosure by or to an Affiliate of a Party hereto shall be deemed to be a disclosure by or to that Party, as applicable; and

- (c) each Party guarantees the observance and proper performance by all of its Affiliates of the terms and conditions of this Agreement.

For the purpose of this paragraph 6, an "Affiliate" means another entity which is controlled by a Party hereto, which controls a Party hereto or which is under common control with a Party hereto and "control" means the direct or indirect ownership of more than 50% of the shares or interests entitled to vote for the directors thereof or the equivalent, for so long as such entitlement subsists, or equivalent power over management thereof.

7. The obligations set forth in this Non-Disclosure Agreement shall survive the termination or expiration of this Agreement for any reason.
8. Information shall be deemed the property of the Disclosing Party, and the Receiving Party will, upon receipt of a written request from the Disclosing Party, return all Information received in tangible form to the Disclosing Party or destroy all such Information and all copies thereof or documents containing Information.
9. To the extent required by U.S. Export Administration Regulations, the Receiving Party shall not disclose or otherwise export or re-export Information (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, Serbia, Sudan or Afghanistan or any other country to which the U.S. has embargoed; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, U.S. Commerce Department's Entity List or the U.S. Commerce Department's Table of Deny Orders.
10. The Parties mutually acknowledge that the Disclosing Party makes no representation or warranty as to the reliability, accuracy or completeness of Information. It is agreed that neither Party, nor any of its respective officers, directors, employees, or agents shall have any liability to the other Party or any of its representatives arising from the use of Information in accordance with this Agreement.
11. The Parties further mutually acknowledge that, except for this Non-Disclosure Agreement, neither Party shall be committed to the other Party in any way unless and until a further formal agreement is duly executed and delivered and that neither Party is obligated in any way to enter into any such agreement. The Parties agree not to make, issue, or release any public announcement, statement, or acknowledgment of the existence of this Non-Disclosure Agreement, the discussions between the Parties or any evaluation being undertaken by either Party without the prior written consent of the other Party, except as may be required by law.
12. The Parties acknowledge that the breach or threatened breach of this Non-Disclosure Agreement may result in irreparable injury to the Disclosing Party and that, in addition to its other remedies, the Disclosing Party shall be entitled to injunctive relief to restrain any threatened or continued breach of this Non-Disclosure Agreement. The Parties hereby waive any requirement for the posting of a bond or other security in connection with the granting to the Disclosing Party of such injunctive relief.
13. Any and all disputes that may arise between the Parties (and any claim by a party against an Affiliate of the other party) under or in connection with this Non-Disclosure Agreement, except for claims for injunctive relief, if not resolved by internal escalation, or mediation, shall be finally settled (together with any counterclaims and disputes under or in connection with other agreements between the Parties) in arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect unless otherwise agreed by the Parties. The arbitration shall be conducted in Seattle, Washington in the English language. The award shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. The written award shall be promptly rendered, shall comply with Washington law, and the evidence in the record. The arbitrator shall have the power to award the prevailing party its costs and attorneys' fees.
14. No failure or delay of either Party in exercising its rights herein shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights. This Non-Disclosure Agreement contains the entire understanding between the Parties in respect of the subject matter described above and this Non-Disclosure Agreement may not be terminated, modified, amended or waived orally but only through writing and must be signed by an authorized representative of the Party against whom it is sought to be enforced. There are no representations or warranties except as expressly stated herein. Neither Party shall assign or transfer to any third party, without the prior written consent of the other Party, this Non-Disclosure Agreement.

15. Any notice given to a Party shall be deemed properly given if specifically acknowledged by the other Party in writing or when delivered to the recipient by certified or registered mail to the following addresses:

(a) if to ("Candidate")

(b) if to the REALCOM, to:

Candidate Name

Rod Hanson
Managing Member
RealCom Associates, LLC
14432 SE Eastgate Way, Suite 260
Bellevue, WA 98007

Address

or to such other address or addresses as a Party shall designate by notice given in such manner to the other Party.

16. This Non-Disclosure Agreement is governed and interpreted in accordance with the laws of the state of Washington, without regard to its conflict of laws principles, as if wholly performed therein. This Non-Disclosure Agreement may be executed by facsimile and in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one document.

This Non-Disclosure Agreement has been signed by the duly authorized representatives of each Party.

(Candidate Name)

RealCom Associates, LLC

By: _____
(Signature)

By: _____

Print Name: _____

Name: Rodman Hanson

Date: _____

Title: Managing Member

Date: _____