

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of this [DATE] ("the Effective Date"), by and between [PARTY NAME], having their primary place of residence at [PARTY ADDRESS] ("Recipient"), and Airgain, Inc., a Delaware corporation having a place of business at 3611 Valley Center Drive, Suite 150, San Diego, California 92130 ("Airgain") (collectively the "Parties").

WHEREAS, Recipient may receive or may be in contact with information that is sensitive or confidential in nature, from Airgain, whether in written, oral, electronic or other medium (collectively the "Proprietary Information"), and Recipient desires to use the Proprietary Information solely for the purpose of the Parties determining their potential interest in entering into a further business relationship (the "Purpose").

NOW, THEREFORE, it is mutually agreed as follows:

1. Proprietary Information can be any information in any form, whether marked as such or not, that considering the nature and the circumstances of its disclosure would reasonably be of a confidential nature. Proprietary Information includes, but is not limited to (i) business and marketing plans, strategies, and programs, (ii) financial budgets, projections, and results, (iii) employee and contractor lists and records, (iv) business methods and operating and production procedures, (v) technical, engineering, and scientific research, development, methodology, devices, and processes, (vi) formulas and chemical compositions, (vii) software, coding, firmware, blueprints, designs, and drawings, (viii) trade secrets and unpublished patent applications, (ix) software development tools and documentation, (x) pricing, sales data, prospects and customer lists, and information, (xi) supplier and vendor lists and information, (xii) terms of commercial contracts (including terms of this Agreement and its existence), (xiii) any information that Recipient derives from Airgain's confidential information (e.g., projections from sales or financial data) and (xiv) any information that a reasonable person would want to limit the disclosure from the public or others not under obligation of confidentiality.

2. Recipient agrees to hold the Proprietary Information, and any previously disclosed Proprietary Information, in confidence and not to disclose it to anyone in any manner except as expressly authorized herein; not to use, directly or indirectly, the Proprietary Information for any purpose other than the Purpose. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, and lists) provided by Airgain to Recipient and all reproductions, copies and embodiments thereof, shall be the property of Airgain. Recipient agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble, any physical models or prototypes or electronic files, or duplicate in any manner tangible or not, contained in the Proprietary Information of Airgain unless otherwise specified in writing by Airgain. All authorized reproductions, copies or embodiments, in whole or in part, of the Proprietary Information shall carry a confidential notice. Recipient shall take reasonable security precautions and at all times no less than the reasonable care that is necessary to keep confidential the Proprietary Information of Airgain. Recipient agrees that all ideas, contributions, feedback, and comments made by Recipient with regard to Proprietary Information are the rightful property of Airgain and Recipient agrees to assign and does hereby assign to Airgain, for consideration herein acknowledged, all of Recipient's worldwide right, title, and interest in and to

all authorized reproductions, copies, or embodiments that may arise. Recipient hereby appoints Airgain as its attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this paragraph. Recipient acknowledges that this appointment is coupled with an interest and is irrevocable.

3. Recipient agrees that the obligations of confidentiality and non use to all Propriety Information disclosed after the Effective Date of this Agreement, shall not apply to: i) information that Recipient reasonably demonstrates, by presently existing written documentation, is a part of the public domain other than by breach of obligation of confidentiality and is not otherwise a protectable trade secret; ii) information that Recipient reasonably demonstrates was already known to Recipient free from obligations of confidentiality before disclosure by Airgain; (iii) was independently developed by Recipient without the use of any Proprietary Information, as evidenced by Recipient's presently existing written documentation; or iv) is received from a third party that is not bound by separate confidentiality obligations regarding the information. Information that the Recipient is required by a court or regulatory authority of competent jurisdiction to disclose, may be disclosed by Recipient, provided that Recipient provides prompt, reasonable prior written notice as early as practicable to allow Airgain an opportunity to obtain a protective order, and then Recipient shall only disclose that information required by such court or regulatory authority. Recipient's obligations imposed under this Agreement are relieved under exceptions (i)-(iv) of this section solely with respect to those specific portions of the Proprietary Information that fall within these exceptions and not with respect to related portions, other combinations, or characteristics of the Proprietary Information.

4. Nothing in this Agreement shall be deemed, by implication or otherwise, to convey to Recipient any license or other rights under any patents, patent applications, copyrights, trademarks, trade secrets, inventions or any other intellectual property owned by Airgain, nor shall this Agreement be deemed a commitment of any kind by either party to enter into any further agreement with the other. Should the Parties enter into any such further agreement, this Agreement shall not terminate but shall continue in full force and effect according to the terms and conditions hereof unless expressly revoked by such further agreement.

5. Airgain shall not be obligated by this Agreement to provide any Proprietary Information. In providing the Proprietary Information to Recipient under this Agreement, Airgain makes no representation or warranty, express or implied, as to its fitness for a particular purpose, merchantability, accuracy, completeness, or freedom from defect of any kind, including, without limitation, freedom from any patent or trade secret infringement that may result from Recipient's use of such information. Airgain shall not be liable for any lost profits or damages or for incidental or consequential damages, regardless of the form of such action.

6. This Agreement shall continue to be in force between the Parties for five (5) years from the Effective Date, and shall remain in effect until a Airgain provides at least thirty (30) days' written notice to the other Recipient to terminate this Agreement, provided, however, that Recipient's obligations of confidentiality, non-analysis, and non-use under this Agreement shall continue with respect to the Proprietary Information provided by Airgain that has not properly entered the public domain or otherwise been excluded from the obligation of confidentiality. On termination or at any time upon written request from Airgain, Recipient shall, at Airgain's discretion, destroy or return to Airgain all of the Proprietary Information and all reproductions, copies and embodiments thereof, in such situations where the obligations are relieved, then the obligations are relieved only for that portion being so publicized or excluded and not to any other portion. Any provisions of this Agreement that by their nature extend beyond its termination remain in effect until fulfilled and apply to all authorized successors. Nothing herein shall be construed to waive, abridge or otherwise limit any greater or longer protections afforded to trade secrets under applicable law.

7. This Agreement shall be governed and construed in accordance with the laws of the United States of America and the laws of the State of California . The parties agree all claims arising from this Agreement shall be brought in the state and federal courts located in San Diego, California.

8. The Recipient agrees that there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to Airgain, and therefore, that upon any such breach or threatened breach Airgain shall be entitled to seek equitable relief in addition to remedies at law (without being required to post a bond or other security) and to be indemnified by the Recipient from any loss or harm, including, without limitation, reasonable attorneys' fees, in connection therewith. The Recipient will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware

9. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein. No delay or failure to act, and no course of conduct or dealing between the Parties shall act as a modification or waiver of any provision of this Agreement, and only a modification or waiver that is contained in a written agreement signed by both Parties shall be effective.

10. The terms and provisions of this Agreement shall be binding on the Parties, their officers, agents, employees on any parent, subsidiary or affiliated companies; on any authorized successors and assigns; and on any individuals signatory hereto and on their heirs and any authorized successors and assigns. This Agreement is not assignable or transferable by Recipient without prior authorization by Airgain, and any attempted assignment or transfer, in whole or in part, shall be null and void without such prior authorization of Airgain.

11. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, such provision or part thereof shall be treated as severable, leaving valid the remainder of this Agreement and such remaining provision shall be modified so as to be enforceable to the fullest extent allowed by law.

12. The Recipient hereto represents and warrants that they are duly authorized to enter into this Agreement on behalf of itself.

In witness whereof, the Recipient has executed this Agreement as of the Effective Date.

RECIPIENT

By _____

Name: [PARTY NAME]

Date:

Address: [PARTY ADDRESS]