

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement is made on the date set forth below (the "Effective Date") by and between **ICOM Inc.**, a Japan corporation having its principal office at 1-6-19 Kamikuratsukuri, Hirano-Ku, Osaka 547-0004, Japan (hereinafter called "ICOM"); and ICOM America Inc., the subsidiary of ICOM Inc., having its principal office at 2380 116th Avenue N.E. Bellevue, WA 98004 (hereinafter called "IA"); and also Summation Research, Inc., a Florida corporation, having its principal office at 305 East Dr Ste D Melbourne, FL 32904. (hereinafter called "SRI")

WHEREAS, ICOM and IA and SRI desire to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available to each other in connection with certain negotiations or discussions further described in Exhibit A, attached hereto;

NOW, THEREFORE, in order to protect the confidentiality of the identified information during the exchange of information, in consideration of mutual covenants hereinafter set forth, the parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, trade secrets, processes, techniques, software or computer programs (source and object code), regulatory information, business plans, agreements with third parties, designs, drawings, formulae, models, inventions, discoveries, development research information, product information, test data, works in process, future developments, engineering data and drawings, manufacturing, prototypes, customer names, marketing, servicing, financing or personnel matters relating to the disclosing party. The party providing Confidential Information (the "Disclosing Party") shall use commercially reasonable efforts to identify the Confidential Information in writing to be confidential or proprietary. Any verbal disclosure of Confidential Information

shall be reduced to writing and appropriately identified within twenty (20) days after disclosure. All such identified information revealed to the party being furnished Confidential Information (the "Receiving Party") during any exchange of information shall be treated as Confidential Information and may not be released to third parties or used outside of the intended purposes, except to the extent paragraph 2 below is applicable.

The existence and terms of this Agreement, and the fact and substance of discussions and correspondence between the parties shall be deemed Confidential Information of the parties.

2. **Exclusions.** The parties agree that information shall not be deemed confidential to the extent that any of the Confidential Information furnished pursuant to this Agreement:
 - a. is or becomes part of the public domain without violation of this Agreement;
 - b. is known and on record by the Receiving Party at the time of receiving such information as evidenced by its records;
 - c. is lawfully obtained by the Receiving Party from a third party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights;
 - d. is developed by the receiving Company completely independent, without violation of this agreement as evidenced by the Company records;
 - e. is the subject of a written permission to disclose provided by the Disclosing Party;
or
 - f. is disclosed pursuant to an order or requirement of a government body, court or administration agency.
3. **Degree of Care.** Each party agrees not to use any Confidential Information of a Disclosing Party for its own use or for any purpose other than for the purposes set forth in Exhibit A. No party shall disclose or permit disclosure of any Confidential Information of any other party hereto to third parties or to employees of the Receiving Party, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the purposes set forth in Exhibit A. Each party shall use at least the highest degree of care, but in no event less than reasonable and prudent care, to avoid inadvertent disclosure or unpermitted or mistaken use of the other party's data which it employs with respect to its own

proprietary or confidential information of a similar nature which it does not wish to have disseminated, published or disclosed. All employees or agents within the Receiving Party who are required to come into contact with the Confidential Information shall be notified of the confidential nature of the data. Each Receiving Party agrees to notify the applicable Disclosing Party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Disclosing Party which may come to the Receiving Party's attention.

4. **Term and Termination.** This Agreement shall continue in full force and effect for so long as the parties continue to exchange confidential information. This agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. Separate and apart from this Agreement period, the parties agree that the information obtained shall be held in confidence five (5) years from the Termination Date of this agreement unless exceptions specified in Paragraph 2 above apply. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this agreement shall survive.
5. **Reproductions.** Written Confidential Information shall not be reproduced in any form except as required to accomplish the purposes set forth in attached Exhibit A. Any copies of the data made by the Receiving Party shall reproduce the proprietary markings and any other legends contained thereon. All materials or documentation furnished by a Disclosing Party, including all copies thereof, shall be promptly returned to the Disclosing Party within ten (10) days of written request. Any documents prepared by the Receiving Party that is generated from, containing or otherwise reflecting Confidential Information shall be promptly expunged or destroyed by the Receiving Party upon termination of this Agreement.
6. **No Rights Granted.** ICOM and IA and SRI acknowledge and agree that the disclosure of Confidential Information in no way creates any commitment or obligation to the other except as expressly set forth herein, nor as creating any obligation to buy or sell products incorporating the Confidential Information or any implied or express license or grant to the other. The Receiving Party acknowledges and understands that no representations or warranties of any kind, including without

limitation, fitness for a particular purpose, merchantability and non-infringement, are given by the Disclosing Party with respect to the Confidential Information. Each party acknowledges and agrees that it may review the Confidential Information solely in connection with the negotiations or discussions set forth on Exhibit A.

7. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the law of Japan without giving effect to principles of conflicts of laws. Each party consents to the exclusive jurisdiction and venue in the courts of Osaka district court.
8. **Remedies; Indemnification.** Each party agrees that in the event of any breach of this Agreement by the other party, or any actual or threatened disclosure or unauthorized use of a Disclosing Party's Confidential Information without the prior express written consent of the Disclosing Party, the Disclosing Party will suffer an irreparable injury, such that monetary damages would be inadequate to compensate for such injury. Accordingly, each party hereby agrees that in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages, and (b) to be indemnified by the Receiving Party from any loss or harm, including but not limited to attorneys' fees, arising out of or in connection with any breach or enforcement of the Receiving Party's obligations under this Agreement or the unauthorized use or disclosure of the Disclosing Party's Confidential Information. If any provision of this Agreement is determined to be invalid under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement, then (a) such provision is deemed omitted, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the invalidity of any portion of this Agreement shall not render any other portion invalid.
9. **Successors.** The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Notwithstanding the foregoing, Confidential Information of

the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments or agreements, oral or written, as to the subject matter. This Agreement shall not be modified or changed in any manner except in writing and signed by all parties.

11. **Notices.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing at a later date. Notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

ICOM INC.

1-6-19 Kamikuratsukuri, Hirano-ku, Osaka 547-0004, Japan

Attention:

Icom America INC.

2380 116th Avenue N.E. Bellevue, WA 98004

Attention:

Summation Research, Inc

305 East Dr Ste D Melbourne, FL 32904

Attention:

12. **Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of all parties hereto. Any amendment or waiver effected in accordance with this section will be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

13. **Independent Contractors.** ICOM and IA and SRI are independent contractors, and nothing contained in this Agreement shall be construed to constitute ICOM and IA and SRI as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

14. **Counterparts.** This Agreement may be executed in any number of counterparts and

delivered by electronic means, each of which when so executed and delivered shall be deemed an original, but all of which taken together will constitute one and the same agreement.

15. **Signatures.** Each signer of this Agreement warrants and represents that the signer is authorized to sign this agreement on behalf of the named party and to obligate the named party.
16. **Effective Date.** The Effective Date of this Agreement shall be the 19 day of October, 2021.

[Signature page follows]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date:

ICOM, INC.

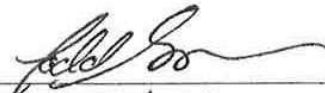


By _____
Title General Manager, International Sales Department

ICOM AMERICA, INC.

By 
Title President

Summation Research, Inc

By 
Title President

**MUTUAL NONDISCLOSURE AGREEMENT
EXHIBIT A**

Purpose for which Confidential Information may be disclosed is to negotiate and discuss the following:

1. Development and production of LMR radio to SRI specific requirements
2. Assembly and final test of current SRI radios

Said negotiations and/or discussions are to 1) understand the scope and requirements of SRI specific radio functions, performance, and interfaces, and 2) understand the scope and requirements for disaster recovery radio production.