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North American Satellite Corporation (NASCorp) Confidentiality Policy

The within Confidentiality Policy is an addendum to the North American Satellite Corporation (NASCorp) Business Rules. The “business relationship” referred to herein is the business relationship between NASCorp and each person or entity who purchases NASCorp products or services specifically including propane dealers purchasing SkyTracker™ and related equipment and monitoring services.

- 1. Confidential Information.** “Confidential Information” shall mean information that the disclosing party deems to be proprietary and/or confidential, which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, source code, computer programs, computer databases, business activities and operations, facilities, system(s) design(s), communications networks, software, firmware or hardware (patented or patent pending) finances, financial information, product development plans, market plans, reports and other technical and business information. Any information exchanged by the parties shall be entitled to protection as “Confidential Information” under this Agreement whether or not same has been identified as such by the disclosing party at the time the disclosure is made.
- 2. Protection of Confidential Information.** Each party shall: (i) hold the other party’s Confidential Information in strict confidence; (ii) not directly or indirectly reveal, report, publish, disclose, copy or transfer such Confidential Information to any parties other than its employees, affiliate(s) or agent(s) with a bona fide need to know (and only to the extent necessary to carry out the Business Relationship; (iii) not use any Confidential Information for any purpose except for the Business Relationship; and (iv) use all necessary, reasonable and proper care to protect the Confidential Information it receives from the other party, including, but not limited to, any agent(s), affiliate(s) or entity(ies), which either party may use in the further and mutual development of the Business Relationship. Each party agrees to inform all employees, affiliate(s), agent(s) or etc. receiving any Confidential Information that such Confidential Information is subject to obligations of confidentiality and to instruct all such employees, affiliate(s), agent(s) or etc. not to disclose such Confidential Information to: (a) any employees, affiliate(s), agent(s) or etc. not described in subsection (ii) above; or (b) any third parties, including consultants, without the prior written permission of the disclosing party. In addition, the receiving party will not, either directly or through third parties, use any of the Confidential Information to circumvent, impair or challenge any proprietary rights which the disclosing party, or any assignee of the disclosing party, may have in the Confidential Information.

3. **Obligations.** Obligations of the parties include the following:
 - a. All Confidential Information, including all tangible embodiments, copies, reproductions and summaries thereof, and any other information and materials provided by the disclosing party to the receiving party shall remain the sole and exclusive property of the disclosing party. The receiving party shall have no right, title or interest in or to such Confidential Information.
 - b. The receiving party shall immediately report to the disclosing party any attempt by the receiving party's employees, affiliate(s), agent(s) or any other person of which the receiving party has knowledge, to use or disclose any portion of the Confidential Information without authorization from the disclosing party, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of the Confidential Information and prevent its further unauthorized use.
 - c. The receiving party may not reverse engineer, decompile or disassemble any software, firmware, hardware or technology disclosed to the receiving party.
 - d. The receiving party shall promptly return all originals, copies, reproductions and summaries of Confidential Information at the disclosing party's request or at the disclosing party's option, certify destruction of these materials. All documents, memoranda, notes and other writings whatsoever prepared by the receiving party based on Confidential Information shall be destroyed upon the request of the disclosing party.
4. **Limitations on Confidential Information.** Confidential Information will not include information which:
 - a. is now or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;
 - b. was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure;
 - c. is furnished to the receiving party by a third party, and such third party is not subject to any restriction as to use or disclosure;
 - d. is information which the receiving party can document was independently developed by the receiving party.
 - e. is required to be disclosed pursuant to law or other governmental authority, provided, however, that prior to disclosing any Confidential Information pursuant to this Section 4(v), the receiving party shall use reasonable efforts to give the disclosing party reasonable notice of such required disclosure and provide the disclosing party with the opportunity to contest such disclosure; or
 - f. is disclosed by the receiving party with the prior written consent of the disclosing party.
5. **Removal of Confidential Information.** Each party agrees not to remove any of the other party's Confidential Information from the Premises of the disclosing party without the disclosing party's approval. For the purpose(s) of this Agreement, "Premises" shall mean any dissecting or removal of any firmware, hardware, software or operating piece, or the operating manual(s) of same, for the purpose of reverse engineering or any other activity which might be contrary to or violate the intent or spirit of this Agreement including, but not limited to, customer list(s), vendor information or any act that might possibly interfere with the other party's ongoing business, including its market place.

- 6. Equitable Relief.** Each party acknowledges that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
- 7. Survival of Obligation of Confidentiality.** It is understood and agreed that the obligations under this Agreement shall survive termination of the Business Relationship or any conferences and negotiations between the parties relating to the Business Relationship for a period of five (5) years after such termination, conferences or negotiations have concluded.
- 8. Export Control.** Each party acknowledges its obligations to control access to technical data under the U.S. Export Administration laws and regulations and agrees to adhere to such laws and regulations with regard to any Confidential Information received under this Agreement. Each party will not export outside the United States, if a United States company or citizen, or reexport, if a foreign company or citizen, except as permitted by the laws and regulations of the United States.