

NFC FORUM, INC.

NON-MEMBER PLUGFEST PARTICIPATION NON-DISCLOSURE AGREEMENT

This Non-Member Plugfest Participation Non-Disclosure Agreement (this "Agreement") is entered into in connection with the paired product interoperability testing event to be hosted by NFC Forum, Inc. (the "Consortium") and scheduled to occur on _____, 20__ (the "Plugfest"), and is by and among (i) the Consortium; (ii) the undersigned company (the "Company"); (iii) each other company that participates in the Plugfest and signs a counterpart copy of this Agreement with respect thereto (each, and the Company, a "Non-Member Participant"); and (iv) for the purposes specified in Section 5 below, each Member of the Consortium that participates in the Plugfest (each a "Member Participant"; and collectively with the Non-Member Participants, the "Participants", and with the Consortium, the "Parties"). As a condition to participation at the Plugfest, the Parties agree as follows:

1. Each Party shall (a) treat all Confidential Information (defined below) as the confidential and proprietary information of the Party disclosing such information (the "Disclosing Party"), (b) not, without the Disclosing Party's express written permission, use or disclose such Confidential Information except for purposes of testing its products with those of the other Participants while at the Plugfest, reviewing and/or evaluating the results of such testing, and subject to Section 6 below, developing and implementing modifications of such Participant's products (the "Permitted Purpose"), and (c) not disseminate or disclose any such Confidential Information to others, except those employees, subcontractors and affiliates of such Party who need to know the Confidential Information and have agreed to restrict their use and disclosure thereof in a manner consistent with this Agreement (collectively, "Related Parties"); provided, however, that disclosure by or to a Related Party is deemed a disclosure by or to the corresponding Party, as applicable, and each Party shall (i) ensure that its Related Parties adhere to the terms and conditions of this Agreement as if such Related Parties were themselves bound by this Agreement and (ii) be responsible for any non-compliance with such terms and conditions by any of its Related Parties.

2. Subject to Section 3 below, "Confidential Information" means all information or materials of a confidential or proprietary nature received by a Party during or relating to the Plugfest, including without limitation, all (i) overall discussions during the Plugfest, (ii) written, tangible or electronic materials distributed or otherwise disclosed in connection with the Plugfest and (iii) information regarding interoperability, test activities, test results, test cases, aggregate test results, global statistics, pre-release product information, product features and Participant names. Results of a given Plugfest testing session between Participants are deemed the Confidential Information of such Participants, jointly, and each such Participant is deemed a Disclosing Party thereof.

3. The non-disclosure obligations arising under this Agreement terminate one (1) year after receipt of the applicable Confidential Information; provided, however, that (a) non-disclosure obligations regarding results of product testing at the Plugfest terminate five (5) years after the date of the Plugfest; (b) non-disclosure obligations regarding a specific element of Confidential Information terminate when such element is (i) rightfully in the public domain for reasons other than a breach of duty to the Disclosing Party (including a breach of the terms of this Agreement), (ii) rightfully received from a third party without any obligation of confidentiality, (iii) rightfully known to the Party receiving it without any limitation on use or disclosure, (iv) independently developed by such Party without reference to such Confidential Information, or (v) generally made available by the Disclosing Party to such Party without restriction on disclosure; and (c) information disclosed among Participants outside the scope of the Consortium scheduled face-to-face testing sessions between paired Participants at the Plugfest is not governed by this Agreement and shall not be considered Confidential Information for purposes hereof. Upon written request of the applicable Disclosing Party (except in the case of a request to a Participant that jointly developed the Confidential Information in question with the requesting Disclosing Party), the recipient of such request will return any tangible Confidential Information provided by that Disclosing Party or destroy it and certify such destruction in writing.

4. Notwithstanding anything to the contrary in this Agreement: (a) the Consortium may prepare and disclose aggregated results and global statistics from the Plugfest to its Members and the Participants in

accordance with its then-current "Rules of Procedure" document (the "RoP"), and may issue press releases regarding the Plugfest, disclosing the corresponding date and location, number of Participants and any major milestones achieved; (b) Participants may issue press releases indicating their participation in the Plugfest, the location and date thereof, and the number of test partners they tested against; and (c) Plugfest organizers may disclose that they organized the Plugfest.

5. The Consortium hereby represents and warrants to Company that each Member Participant, pursuant to the RoP, is bound by the terms and conditions of this Agreement as a "Participant", and as a "Receiving Participant" and/or "Disclosing Participant" (as applicable under the circumstances), solely for purposes of establishing the respective rights and obligations of the Company against each Member Participant (defined below) and each Member Participant against the Company, pursuant to this Agreement.

6. Except as otherwise agreed in writing or provided herein, no Party shall obtain or be construed to obtain any right or license (by implication, estoppel or otherwise) to any intellectual property, including without limitation, licenses to trademarks, copyrights, patents, mask works and trade secrets, as a result of this Agreement, participation in the Plugfest or exposure to products or Confidential Information (including test results) at the Plugfest. Plugfest participation does not indicate sponsorship, endorsement or certification of any product by any Party. Each Participant agrees not to promote any of its products by referencing the Plugfest and/or any testing or other activities conducted at the Plugfest, except for making reference to its participation in the event. Each Participant agrees not to use the attendee list or any other Participant information from or relating to the Plugfest without written permission from the Consortium.

7. Each Participant shall indemnify, defend and hold harmless each other Party from and against any damages arising as a result of personal injury to any other Party or the employees, agents, contractors, assigns or invitees thereof, to the extent caused by such Participant or its Related Parties. Each Participant hereby disclaims all warranties, express or implied, with respect to any information, test results or other confidential information disclosed at any Plugfest, including without limitation, the implied warranties of merchantability and fitness for a particular purpose and any warranty against infringement of intellectual property rights. Any such information, test results or other confidential information is provided as is, without warranty of any kind. Except as provided in the first sentence of this Section, each Participant acknowledges and agrees that in no event shall any Party have any liability to any other Party or third party for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of this Agreement or participation in the Plugfest, under any cause of action or theory of liability, whether or not advised of the possibility of such damage.

Agreed to this _____ day of _____ (the "Effective Date").

Company: _____
(Print Company name)

NFC Forum, Inc.

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____