

This Agreement, effective \_\_\_\_\_, by and between **Intellon Corporation**, a Delaware corporation, and \_\_\_\_\_, ("Company") a \_\_\_\_\_ corporation, provides for the exchange of information between the parties, some of which may be proprietary, and may be exchanged between Company and Intellon solely for the purpose of furthering the present and future relationship of the parties ("Purpose of Disclosure").

Accordingly the parties hereto agree as follows:

1. **Confidential Information:** Information disclosed under this Agreement, whether in written, oral, visual or machine readable form, that is considered to be Confidential information, shall be marked as such at the time of disclosure.
2. **Non-Disclosure and Use:** The parties agree that for the Period of Duty of Confidentiality from the date of disclosure, the parties shall not disclose any Confidential Information received from the Disclosure to any other person without the express prior written consent of the disclosing party. The parties shall not use the other's Confidential Information for any purpose other than the Purpose of Disclosure and shall use the same degree of care to avoid unauthorized disclosure and unauthorized use of such Confidential Information as it employs with respect to its own confidential and proprietary information, and at a minimum to exercise reasonable care and permit authorized disclosure only on a need to know basis.
3. **Excepted Confidential Information:** The parties hereto agree that Information shall not be deemed to be Confidential Information, and the parties shall have no obligation with respect to any such Information which: (i) was in the public domain at the time it was disclosed or subsequently becomes in the public domain without breach of this Agreement; (ii) was known to the receiving party at the time of disclosure; (iii) is disclosed with the prior written approval of the other party hereto; (iv) was independently developed by the receiving party; or (v) becomes known to the receiving party, on a non-confidential basis, from a source other than the other party hereto without breach of this Agreement by the receiving party.
4. **Property Rights:** All writings or machine readable data containing Information provided pursuant to this Agreement, and all copies of such writings made by the receiving party shall be and remain the property of the disclosing party, and shall be returned to the disclosing party immediately upon request, or shall be destroyed after they are no longer useful for the Purpose of Disclosure.
5. **No License:** Nothing in this Agreement shall be construed as granting or conferring any right or license, express or implied, in any invention, discovery, or improvement or any right in any information, other than as expressly recited herein.
6. **Term and Termination:** This Agreement shall terminate 3 years from the Effective Date of Agreement. However, the obligations set forth in paragraphs 2 and 4 shall continue for a period of 3 years following the disclosure of any Confidential Information.
7. **General:**
  - a. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Florida, USA (excluding its conflict of laws, provisions with other states).
  - b. The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each party hereto.

### Accepted & Agreed:

**Intellon Corporation**

5100 West Silver Springs Blvd.  
Ocala, Florida 34482

By: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Company**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Fax # \_\_\_\_\_