



MUTUAL CONFIDENTIALITY AGREEMENT

Jacket Micro Devices, Inc.	Company: Murata Manufacturing Co., Ltd.
Signature:	Signature:
Printed Name: James Stratigos	Printed Name: Harufumi Mandai
Title: CEO	Title: Executive Vice President, Module Business Unit
Date:	Date:
With a Place of Business at: 75 Fifth Street N.W. Suite 205 Atlanta, GA 30308	Principal Place of Business: 10-1, Higashikoutari 1-chome, Nagaokakyo-shi, Kyoto 617-8555, Japan

This Mutual Confidentiality Agreement (the "Agreement") is made and entered into on the latter of the two signature dates above (the "Effective Date") by and between Jacket Micro Devices Inc., a Delaware corporation, ("JMD") and Murata Manufacturing Co., Ltd., a Japanese corporation ("Company"). JMD and Company each is individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

Company's Business: Company is in the business of developing, manufacturing, selling and/or licensing technology related to electronic components including wireless modules, semiconductors, etc.

Purpose of Disclosure: Exchange of information in connection with the possibility of partnering to jointly develop a product combining respective technologies from each of the Parties as contemplated as of the date hereof (the "Purpose")

JMD is in the business of developing, manufacturing, selling and/or licensing technology related to wireless modules, semiconductors, and components, and Company is in the business described above. In order to pursue discussions regarding the Purpose specified above, JMD and Company recognize that there is a need to disclose to each other certain Confidential Information (as defined below) and to provide for mutual agreements to protect such Confidential Information and restrict its use strictly to the pursuit of said discussions in connection with the Purpose.

In consideration of the mutual promises contained herein, JMD and Company agree as follows:

- This Agreement shall apply to all confidential and proprietary information, without regard to form, disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), whether disclosed verbally, in writing or by inspection of tangible objects, including but not limited to all proprietary or confidential information, financial data, intellectual property (including without limitation patents, patent applications, trademarks, or copyrights), trade secrets or know-how, including, without limitation, information regarding its product designs, capabilities, specifications, drawings, program code, mask work designs, technical and nontechnical data, formula patterns, information regarding existing and future technical, business and marketing plans and product strategies, information on executives and employees, marketing techniques, price lists, pricing policies, vendors, suppliers, customers, growth strategy, manufacturing techniques, design techniques, and other business information (hereinafter referred to as "Confidential Information"). "Confidential Information" shall also include information described above received by either Party which such Disclosing Party treats as confidential and any information of the nature described in the foregoing sentence that belongs to an unrelated third party who has disclosed it to the Disclosing Party. The Disclosing Party shall designate at the time of disclosure or within a reasonable time thereafter (i) any written information or other information in tangible form

that contains any Confidential Information of such Party as "Confidential," "Proprietary" or similar designation denoting confidentiality and (ii) any Confidential Information that is disclosed orally or in a visual or other intangible manner as Confidential Information that is subject to the confidentiality restrictions set forth in this Agreement, which designation shall be summarized in writing within 15 days after the intangible disclosure. Confidential Information shall not include information which:

- a) was already known to the Receiving Party prior to the time that it is disclosed to it hereunder, as established by documentary evidence;
 - b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the Receiving Party;
 - c) has been rightfully received by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or
 - d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.
2. The Parties acknowledge that disclosure of the Confidential Information could result in immediate and irreparable damage to the business and goodwill of the other Party, whether such disclosure should occur in the course of discussions or should follow their discontinuation or consummation. Accordingly, each Party agrees that it will keep the matters discussed in confidence and not disclose the Confidential Information to any third party for any reason without the prior written consent of the other Party.
3. The Receiving Party understands and agrees that it will be deemed in a fiduciary relationship of confidence with respect to the Confidential Information disclosed to it by the Disclosing Party. JMD and Company each agree to hold the other's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party or to use it, directly or indirectly, for any purpose other than the Purpose. The Receiving Party agrees that it will employ all reasonable steps to protect the Confidential Information of the Disclosing Party from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own confidential information, but in no event less than reasonable care. Notwithstanding the foregoing, JMD and Company may disclose each other's Confidential Information (i) to their respective responsible employees but only to the extent necessary to carry out the Purpose, and JMD and Company agree to instruct all such employees not to disclose such Confidential Information to third parties, including consultants and other independent contractors, and not to use it, directly or indirectly, for any purpose other than the Purpose, without the prior written permission of the Party disclosing such Confidential Information, and undertake to ensure the individual compliance of such employees with the terms hereof and agrees to be directly liable for any

noncompliance by any such employees; (ii) to their respective financial, accounting and legal advisors to the extent necessary for such advisors to understand and evaluate the Purpose as contemplated by the Parties and to advise the Parties with regard to such transactions; (iii) to their respective Affiliates provided that such Affiliates shall execute confidentiality undertakings substantially identical to those contained herein. For the purpose of this Agreement, an "Affiliate" means another entity which is controlled by the Party, and "control" means the direct or indirect ownership of more than 50% of the shares or interests entitled to vote for the directors thereof or the equivalent; or (iv) if such disclosure is required pursuant to a final binding order of a governmental agency or court of competent jurisdiction, provided that the Disclosing Party has been given reasonable notice of the pendency of such an order and the opportunity to contest it.

4. Upon the completion or abandonment of the discussions between the Parties with respect to the Purpose as contemplated hereby, and in any event upon the written request of the Disclosing Party at any time whether before or after the completion or abandonment of such discussions, the Receiving Party shall immediately return to the Disclosing Party all the Disclosing Party's Confidential Information, and all copies thereof. The Receiving Party shall be strictly responsible for the return in accordance with this paragraph of all such Confidential Information and copies thereof provided to or made by it, or by any parties that have access to such Confidential Information in accordance with Paragraph 3. Each Party shall be responsible for any breaches by its respective employees, agents or representatives of the confidentiality obligations hereunder.
5. Each Party shall be deemed the owner of all Confidential Information disclosed by it hereunder, including all patent, copyright, mask work, trademark, trade secret and other proprietary rights and interests therein, and JMD and Company each recognize and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement or in or to any such intellectual property rights therein. Furthermore, the respective Parties' entry into this Agreement or the furnishing of Confidential Information hereunder shall not constitute or imply any promise or intention by either Party or any of their Affiliates to purchase any products or services from the other or as to the present or future marketing of any product or service.
6. JMD and Company hereby acknowledge that the unauthorized disclosure, use or disposition of such Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain and not susceptible to monetary damages. Accordingly, JMD and Company agree that the Disclosing Party shall have the right to demand specific performance and obtain the issuance of an ex parte restraining order or injunction to prevent any breach or continuing violation of the Receiving Party's obligations hereunder, in addition to any other remedies that may be available to the Disclosing Party at law or in equity. In the event of any legal action to enforce the provisions of this Agreement, the Party seeking such enforcement, if it prevails, shall be entitled, in addition to any other relief granted, to recover

- from the other Party the costs and expenses of such enforcement, including reasonable attorneys' fees.
7. Each Party agrees that it will fully comply with all applicable laws concerning the disclosure and use of the Confidential Information.
 8. If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.
 9. The Parties' confidentiality obligations set forth herein shall continue for three (3) years after the disclosure of such Confidential Information.
 10. This Agreement shall be governed by and construed in accordance with the laws of Japan. All disputes, controversies, or claims arising out of or relating to this Agreement shall be resolved by agreement among the Parties or, if notice is given by either Party as provided herein and the matter is not otherwise resolved, by arbitration in Kyoto, Japan pursuant to the Commercial Arbitration Rules (the "Rules") of the International Chamber of Commerce ("ICC") if JMD initiates the arbitration, or in Atlanta, Georgia, pursuant to the Rules of ICC if Company initiates the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The award rendered by the arbitrator shall be final and binding on the Parties and not subject to further appeal. Such arbitration may be initiated by written notice by either Party to the other Party. The arbitrator shall be selected by the Parties in accordance with the Rules. Each Party shall bear its own attorneys' fees and other experts' fees and related costs. The arbitrator shall not have the authority to award punitive damages but may, in the discretion of the arbitrator, award attorneys' fees and costs to the prevailing party in any such arbitration proceedings.
 11. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof and may not be modified except by written instrument signed by an authorized representative of each Party.
 12. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
 13. The Receiving Party shall not reverse-engineer, decompile or disassemble any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.
 14. Without the prior written consent of the other Party, each Party, its Affiliates and representatives shall not, for a period of two (2) years after the Termination Date of this Agreement, solicit, or cause to be solicited, directly or indirectly, the employment of any person who is now employed by the other Party.
 15. The provisions and restrictions set forth in this Agreement shall apply to any and all Confidential Information that is disclosed and/or received during the period that begins on the Effective Date and ends on the first anniversary thereof (the "Termination Date"). To the extent that the Parties remain actively engaged in pursuing the Purpose on the Termination Date, this Agreement may renew for the certain period following the Termination Date if both Parties discuss and agree mutually.
 16. For the Purposes of this Agreement, facsimile, signatures shall be treated as original signatures.

