FIDO ALLIANCE
DOCUMENT AUTHENTICITY VENDOR NON-DISCLOSURE AGREEMENT

This FIDO Alliance Certification Non-disclosure Agreement ("Agreement") is entered by and between FIDO Alliance ("FIDO"), a California corporation , and the Participant listed below having a principal place of business at the address listed below ("Participant"), effective as of the last date signed below.

1. DEFINITIONS

"Affiliate" shall mean any corporation or other legal entity that Participant now or hereafter Controls, is Controlled by or under common Control with; where "Control" means the direct or indirect ownership of more than fifty percent (>50%) of the shares or similar interests entitled to vote for the election of directors or other persons performing similar functions. An entity may be considered an Affiliate only when such conditions exist.

"Associate" shall mean an entity that has executed a copy of the FIDO Alliance Membership Agreement and been approved at an Associate level.

"Board" shall mean an entity that has executed a copy of the FIDO Alliance Membership Agreement and been approved at a Board level.

"Confidential Information" shall mean any and all information disclosed by Participant, FIDO or an Evaluation Laboratory during security evaluations, including but not limited to vendor questionnaires, laboratory evaluations, specifications, designs, plans, drawings, data, prototypes, software, business or technical information which is:
  (i)   identified in written, electronic or oral format by the Disclosing Party as confidential, trade secret or proprietary information at the time of disclosure, (provided that such information, if disclosed orally, must be summarized and designated as confidential in written format to the Receiving Party within thirty (30) days of disclosure), or
  (ii)   the Receiving Party knows or has reason to know is confidential, trade secret or proprietary information of the Disclosing Party given the nature of the information and the circumstances of disclosure or
  (iii)   the results of any testing performed or any verification status determined during security evaluation by FIDO and/or an Evaluation Laboratory.

Confidential Information may include, without limitation, any information of a third party disclosed by a Disclosing Party which would otherwise fall under this definition.

"Consultant" shall mean a third-party consultant, contractor, agent, representative and/or advisor, which is engaged by Participant or its Affiliate under a contract in which such third party provides products, services and/or technologies that relate to the Purpose.

"Disclosing Party" shall mean Participant, FIDO or an Evaluation Laboratory disclosing Confidential Information hereunder.

"Evaluation Laboratory" shall mean an evaluation laboratory that has obtained a Certificate of Accreditation to perform security evaluation of devices and software as part of the certification process.

"FIDO Document Authenticity (DocAuth) Certification Policy Document" means the most recent version (unless FIDO specifies an earlier version) of the FIDO Document Authenticity Certification Policy, and all amendments, modifications and upgrades as adopted by FIDO from time to time. This document is currently available on the FIDO website.

"Member" shall mean a Board, Sponsor or Associate Member.

"Non-Member" shall mean an entity other than a Board, Sponsor or Associate Member.

"Receiving Party" shall mean Participant, FIDO or an Evaluation Laboratory receiving Confidential Information hereunder.

"Sponsor" shall mean an entity that has executed a copy of the FIDO Alliance Membership Agreement and been approved at a Sponsor level.

"Sponsored Event" shall mean an event sponsored by FIDO in which Members and Non-Members perform testing in an effort to determine if a party's product is sufficiently interoperable with established criteria to be certified by FIDO.

2. PURPOSE AND USE

The purpose of this Agreement is to permit Participant to maintain confidentiality during the certification process for a product tested at a Sponsored Event and thereafter for ongoing security monitoring (the "Purpose"). A Receiving Party may use the Confidential Information disclosed hereunder solely for the Purpose and may only disclose the Confidential Information internally with those within the Receiving Party's organization who:

(i)   have a legitimate need to know the Confidential Information for the Purpose;
(ii)   are bound by the terms of this Agreement;
(iii)   are bound by confidentiality obligations to the Receiving Party which will in principle subsist for at least as long as the confidentiality obligation of this Agreement; and
(iv)   can fulfill the obligations of this Agreement.

Participant agrees that an Evaluation Laboratory that the Participant has been working with and with which the Participant has a separate non-disclosure agreement shall be deemed to be a third party beneficiary of the obligations, acknowledgements, disclaimers and rights under this Agreement, and shall have the independent right to legally enforce all such obligations, acknowledgements, disclaimers and rights against the Participant to the same extent as if it were a party and a signatory to this Agreement.

Receiving Party agrees that any Disclosing Party shall be free to seek immediate injunctive relief or any other legal remedy available against any Receiving Party, before any court or tribunal of competent jurisdiction, wherever located, to prevent or restrain any unauthorized use or disclosure of Confidential Information in addition to any other legal remedy available.

3. NONDISCLOSURE; RESTRICTIONS ON USE

For each item of Confidential Information, during the period of five (5) years from its first date of disclosure, the Receiving Party shall: (a) hold in confidence the Confidential Information, (b) not use the Confidential Information for any purpose but the Purpose hereunder, (c) not disclose the Confidential Information to any third party, and (d) exercise the same amount of diligence in preserving the secrecy of the Confidential Information as the diligence used in preserving the secrecy of the Receiving Party's own

confidential information of like nature or as required to be maintained by an Evaluation Laboratory, whichever is greater, but in no event less than reasonable diligence.

In addition, FIDO's handling of Participant's Confidential Information shall be in compliance with the FIDO Document Authenticity Certification Policy Document.

Notwithstanding the above limitations on disclosure, (a) an Evaluation Laboratory shall be permitted to disclose Confidential Information regarding a security evaluation to FIDO and (b) FIDO shall be permitted to disclose Confidential Information regarding a security evaluation to an Evaluation Laboratory that the Participant has been working with. The Receiving Party hereby warrants that any employee, Affiliate or Consultant to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement. Each Receiving Party shall be liable for any failure of its employees, its Affiliates and their Consultants to abide by the provisions of this Agreement as if such failure was the act or omission of such Receiving Party.

FIDO shall be allowed to disclose the approved, passed, granted or similar status of any successful testing performed or certification status determined by the security evaluation, provided that such disclosure shall not include the Disclosing Party's Confidential Information and shall only be made with the written approval of the Participant or after disclosure of such status by such Participant. Participant shall be allowed to disclose the approved, passed, granted or similar status of any certification status granted by a security evaluation that pertains to its own Confidential Information, provided that such disclosure shall only be made after receiving written notification from FIDO of such certification status.

4. LIABILITY

The Receiving Party shall be liable for:
(i)   its unauthorized disclosure or use of Confidential Information, and
(ii)   any unauthorized disclosure or use of Confidential Information by persons or entities to whom the Receiving Party has disclosed such Confidential Information.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The Receiving Party shall have no obligation with respect to information which it can prove:
(i)   was lawfully in the possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party;
(ii)   is, or subsequently becomes, legally and publicly available other than by the Receiving Party's breach of this Agreement;
(iii)   becomes publicly available by action of the Disclosing Party;
(iv)   is lawfully obtained by the Receiving Party from a source, other than the Disclosing Party, who is not under any obligation of confidentiality; or
(v)   is independently developed by or for the Receiving Party without use of or reference to the Confidential Information, provided such independent development can be shown by documentary evidence.

Furthermore, the Receiving Party shall not be considered in breach of this Agreement for disclosure of Confidential Information made pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides to the Disclosing Party:
(a)   prompt written notice of such obligation, and
(b)   the opportunity to limit or oppose such disclosure or obtain a protective order.

The terms of confidentiality and restrictions on use under this Agreement shall not be construed to limit the Receiving Party's right to independently develop or acquire products without use of or reference to the Confidential Information of a Disclosing Party.

6. INDEPENDENT DEVELOPMENT

This Agreement shall not preclude or limit the independent development by or on behalf of any party of any products or systems involving technology or information of a similar nature to that disclosed hereunder or which compete with products or systems contemplated by such information, provided that it is done without use of or reliance upon the other party's Confidential Information.

7. DISCLAIMER

Each Disclosing Party shall retain all right, title and interest to such Disclosing Party's Confidential Information and all intellectual property rights fixed, embodied, or otherwise subsisting therein or arising therefrom, and in all works, inventions, discoveries, know-how, techniques, processes, methods, systems, ideas and other elements thereof. No license or any other rights under any trademarks, patents, trade secrets, mask works, trademarks or copyrights, or any other intellectual property rights, or applications for the same which are now or thereafter may be obtained by such Disclosing Party is either granted or implied by this Agreement or the disclosure of Confidential Information hereunder, except for the limited purposes contemplated hereby and as otherwise provided herein. None of the Confidential Information disclosed by the Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party with respect to the infringement of trademarks, patents, copyrights; any right of privacy; or any rights of third persons and all Confidential Information is disclosed "as is" and "with all faults".

8. TERM

This Agreement shall be effective from the date last signed below and continue for a period of five (5) years. Each Receiving Party's rights and obligations shall survive termination with respect to disclosed Confidential Information.

9. GENERAL

This Agreement represents the entire agreement between the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between FIDO and Participant with respect thereto. Any waiver of any of the requirements in this Agreement must be in writing and should not in any way be deemed a waiver to enforce any other requirements or provisions of this Agreement. If any provision of this Agreement is deemed unenforceable, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of California and the applicable federal laws without reference to conflict of laws principles and the courts of California shall have non-exclusive jurisdiction for all matters arising under this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of FIDO and the Participants have executed this Agreement.

PARTICIPANT: **FIDO:**

By: _____   By: _____

Name: _____   Name:_____
(please print)
Title: _____
                                                Title:_____

Company: _____   Date:_____

Date: _____

Address:

_____

_____