**Non-Disclosure Agreement (NDA)**

**This Non-Disclosure Agreement ("Agreement") is made as of [October 22nd, 2024], by and between:**

**Allion**, having its principal place of business at [9F, No.3-1, Yuan-ku St. Taipei, Taiwan 11503 ] ("Disclosing Party"), and **[Recipient's Name]**, having its principal place of business at [Recipient's Address] ("Receiving Party").

**WHEREAS**, the Disclosing Party intends to disclose certain confidential information regarding Wireless Performance Benchmarking tests (the "Confidential Information") to the Receiving Party for the purpose of [collaboration on Wireless Performance and Quality Enhancement].

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Definition of Confidential Information**
For the purposes of this Agreement, "Confidential Information" shall include all test results, methodologies, data, reports, and any other information disclosed by the Disclosing Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
2. **Obligations of the Receiving Party**
The Receiving Party agrees to:
a. Maintain the confidentiality of the Confidential Information and to use it solely for the purpose of [own performance and quality evaulation].
b. Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
c. Take all reasonable measures to protect the confidentiality of the Confidential Information, which measures shall be at least as protective as those the Receiving Party uses to protect its own confidential information.
3. **Exclusions from Confidential Information**
Confidential Information does not include information that:
a. Is or becomes publicly available without breach of this Agreement by the Receiving Party.
b. Is disclosed to the Receiving Party by a third party who is not in breach of any obligation of confidentiality.
c. Is independently developed by the Receiving Party without reference to the Confidential Information.
4. **Term**
This Agreement shall commence on the date first written above and shall continue for a period of [one year] unless terminated by either party with thirty (30) days written notice to the other party.
5. **Return of Materials**
Upon termination of this Agreement or upon written request from the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing to the Disclosing Party that it has done so.
6. **No License**
Nothing in this Agreement shall be construed as granting any rights or license to the Receiving Party under any patent, copyright, or other intellectual property of the Disclosing Party.
7. **Governing Law**
This Agreement shall be governed by and construed in accordance with the laws of [Taiwan, Replubic of China].
8. **Entire Agreement**
This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind.

**IN WITNESS WHEREOF**, the parties have executed this Non-Disclosure Agreement as of the date first above written.

**Disclosing Party:**
Allion
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**
[Recipient's Name]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Name]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_