NON-DISCLOSURE AGREEMENT

and between **Component Basics**, at 1539, 35-Viking Lane, Toronto, M9B 0A2, ON, Canada, and the party identified in the process (each a "Party" or jointly "Parties").

In order for the Parties to facilitate the disclosure of information to each other with the purpose of investigating business opportunities, possible collaborations and/or conducting business ("Purpose"), the Parties agree as follows:

1. Definitions. "Confidential Information" shall mean any information and data, disclosed by either Party or its Affiliates ("Discloser") to the other Party or its Affiliates ("Recipient") or obtained by Recipient from the Discloser or at the Discloser's premises, through the engagement hereunder, irrespective of the medium of communication. Confidential Information also includes this Agreement, discussions, negotiations and correspondence between the Parties. "Affiliate" shall mean a Party's parent company or any company with which a Party is under common control or any company controlled by a Party. A Party or a company controls another company if it owns, directly or indirectly, more than fifty percent (50%) of such company's capital or equivalent voting rights.

2. Restrictions. All Confidential Information delivered pursuant to this Agreement shall

(a) be used by the Recipient for the Purpose only; and

(b) not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except its own or its Affiliates' employees or its officers, directors, agents or consultants, who have a legitimate need to know such Confidential Information for the Purpose and who are bound to confidentiality obligations not less stringent than the obligations of this Agreement; and

(c) be treated by the Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance, but with no less than reasonable care.

Each Party will be liable for any breach of this Agreement committed by any of its Affiliates' employees or its officers, directors, agents or third-party contractors permitted to receive Confidential Information under this Agreement.

3. Exceptions. The obligations in Section 2. shall not apply to any Confidential Information which the Recipient can show

(a) is at the time of disclosure already in the public domain, thereafter becomes publicly available through no breach of this Agreement, or can be legally accessed. Confidential Information shall not be deemed to be in the public domain merely because a part of it is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;

(b) was lawfully received by Recipient from a third party free from any confidentiality obligations;

(c) was in the Recipient's lawful possession prior to receipt from the Discloser and without confidentiality obligation, as evidenced by written documentation;

(d) is independently developed by the Recipient without the benefit of any of the Confidential Information, as evidenced by written documentation;

(e) is approved for release by the Discloser in writing;

(f) is required to be disclosed to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was, if legally allowed, timely given to the Discloser and the disclosure is limited to the extent so required.

4. Refusal. Either Party shall have the right to refuse to accept any information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular information.

5. No license. No license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein. Nevertheless, each Party recognizes that the other Party may in the future develop or purchase products or services related to or similar to the subject matter of Confidential Information disclosed under this Agreement.

6. No remuneration, warranty or liability. The Parties are not entitled to any remuneration for disclosure of any information under this Agreement. The information is provided "AS IS" and no warranties of any kind are given and no liability of any kind shall be assumed with respect to such information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any third-party claims with respect to such information or any use thereof. The Parties shall have no obligation to enter into any further agreement with each other. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

7. Term, termination and Confidentiality Period.> This Agreement has no pre-determined duration. This Agreement is effective as of the confirmation notification sent by u-blox to the other Party. At any point in time, either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Recipient's duty to protect Confidential Information is of unlimited duration ("Confidentiality Period") and shall survive termination of this Agreement.

8. Ownership, return. All Confidential Information exchanged pursuant to this Agreement shall remain the property of the Discloser and along with all copies thereof shall upon respective written request of the Discloser either be returned to the Discloser or be destroyed by the Recipient who shall, in case of destruction, confirm such destruction to the Discloser in writing. The obligation to return or destroy Confidential Information shall not apply to information that is maintained solely or substantially for routine back-up and/or for legally required reporting purposes in the ordinary course of business, provided that such backed-up information:

(a) is not used, disclosed or otherwise recovered from such storage devices and

(b) remains at all times subject to the terms of this Agreement.

9. This Agreement. This Agreement may not be assigned by either Party without the prior written consent of the other Party. This Agreement is the Parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. The provisions of this Agreement may only be amended in writing accepted by both Parties. The failure to enforce any of the provisions of this Agreement shall not be construed as a waiver to enforce any subsequent breach. The illegal, invalid or unenforceable character of a provision of this Agreement shall not affect the legal effect of the other provisions.

10. No export. Recipient will only transfer any Confidential Information received hereunder or any product made using such Confidential Information, to any other country in strict compliance with applicable export legislation, in particular Swiss, EU or U.S. export regulations.

11. Governing law and dispute resolution. This Agreement shall be subject to the substantive law in force in Canada without reference to its conflicts of law provisions. Disputes arising out of or in connection with the present Agreement shall be submitted to the Commercial Court of the Canton of Zurich, Canada, except where a Party raises a claim at the other Party's seat. The Parties hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. In any action or suit seeking to enforce any rights or remedies under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees (in addition to any other relief awarded or granted).