

## Value-adding Reseller Information Request Form & NDA

Please fill out this form in its entirety. You must also fill out and sign the Non-disclosure Agreement and return it with this form. A Leica Geosystems representative will contact you shortly.

**Please return the completed document to fax number: 303-265-9868**

Name

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Position

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Company

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Address

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Town

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State

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Zip

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Phone

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Fax

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Email

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Web Address

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What is the main focus of your business?

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What brands do you currently distribute?

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What is your current geographic sales area?

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What is your current geographic service area?

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What are your service capabilities?

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How many service staff do you currently employ?

How many service trucks do you have?

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Do you usually work with agricultural electronics?

(state type)

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Do you currently install auto-steer or ag guidance systems? (state which)

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What speed internet connection do you have in your office?

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**Leica**  
Geosystems

**Non-disclosure Agreement**

This Agreement is made this.....day of ..... 2007

BETWEEN

..... whose registered office is at....., (hereinafter referred to as the "receiving party"), of the one part,

AND

**Leica Geosystems, Inc.**, (and its related entities) whose registered office is at 5051 Peachtree Corners Cir., Suite 250 Norcross, Georgia 30092 (hereinafter referred to as "LGS"), of the other part.

WHEREAS LGS may disclose certain proprietary or confidential information to the receiving party concerning mojoRTK products (hereinafter referred to as "mojoRTK") and LGS wishes to protect such proprietary or confidential information;

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

1. In this Agreement the term "Proprietary Information" shall mean any technical and/or commercial information (whether in visual or machine readable form) disclosed by LGS to the receiving party and identified by a suitable legend or marking as being "Confidential" or "Proprietary" as well as Proprietary Information disclosed orally by LGS which was described as being proprietary or confidential at the time of disclosure, PROVIDED, HOWEVER that Proprietary Information shall not include any information which the receiving party can show:

- (i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the receiving party; or
- (ii) has been lawfully received from a third party without restriction as to its use or disclosure; or
- (iii) was already in its possession free of any such restriction prior to receipt from LGS; or
- (iv) was independently developed by the receiving party without making use of the Proprietary Information; or
- (v) has been approved for release or use (in either case without restriction) by written authorization of LGS.

2. The receiving party of an item of Proprietary Information undertakes:

2.1 to keep such Proprietary Information confidential;

2.2 not to use such Proprietary Information otherwise than for the purposes of evaluating mojoRTK unless such use is specifically authorized in writing by LGS;

2.3 not to disclose such Proprietary Information to any persons employed in its business other than those having a need to know for the purposes of the evaluation of mojoRTK, and then only on the understanding that such persons are made aware of and undertake to observe the provisions of this Agreement;

2.4 not to disclose Proprietary Information to any third party except for the purposes of mojoRTK evaluation and with the prior written consent of LGS and then only on the understanding that such third party is made aware of and undertakes to observe the provisions of this Agreement;

2.5 not to copy or reduce Proprietary Information to writing except as may be strictly necessary for the purposes of mojoRTK evaluation; and

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2.6 to return to LGS on demand all copies of Proprietary Information reduced to writing (or other permanent form) and to destroy all notes and any other written reports or documents which may have been made by the receiving party to the extent they contain any part of or reference to the Proprietary Information in whole or part except as authorized in writing by LGS.

3. Notwithstanding the foregoing, the receiving party shall be entitled to disclose Proprietary Information to the extent required by law, regulation or legal process, provided that, to the extent practical, this party gives prior notice to LGS of the reasons for and the proposed contents of such disclosure.

4. This Agreement shall not be construed as granting expressly or implicitly any rights under patents, copyright or any other form of intellectual property rights belonging to LGS in respect of Proprietary Information the ownership of which shall remain vested in LGS at all times.

5. Should either party hereto be the subject of merger or any other form of reorganization it is agreed that the successor in law to such party shall also be bound by the terms of this Agreement as if such party were an original party hereto. Subject to the aforesaid, the receiving party shall not assign its interest under this Agreement without the prior written consent of LGS.

6. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Georgia.

7. Place of jurisdiction shall be at LGS' registered office.

**Leica Geosystems, Inc.**

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By: .....

By: .....

Name: .....

Name(s): .....

Title: .....

Title(s): .....

Initial here .....