



## i3 IP Component Integration Request Form

By completing this form, you and your organization are agreeing to the Mutual Non-Disclosure Agreement attached below. Please fill the form out as completely as possible to speed up the integration process. Once the information has been reviewed, we will contact you to provide you with further details regarding the integration.

Filled Out On (Date)	
<b>Contact Information of Integration Requisitioner</b>	
First and Last Name	
Phone Number	
Email Address	
<b>Information about the IP Component</b>	
Manufacturer's Name	
Model Name	
Part Number	
<b>Please answer to the best of your knowledge:</b>	<b>Yes / No</b>
Does the Component support RTSP/RTP Media Transmission	
Does the Component support HTTP Device Control API	
Does the Component support UPnP or mDNS/ZeroConf	
<b>Please attach all available documentation to this form</b>	<b>Yes / No</b>
Does the Component have Manual or Specifications Document	
Does the Component have Programming SDK/Documentation	
Does the Component have HTTP/CGI API Document	
<b>Contact at IP Component Manufacturer (if available)</b>	
First and Last Name	
Phone Number	
Email Address	
<b>Information on IP Component Demo**</b>	
Shipped to i3 On (Date)	
Number of Items Shipped	
Return Address <i>(On project completion, i3 will ship all received demo items to this address)</i>	

**Canadian shipping address:**  
**Attention: Olga Skelly**  
 i3 International Inc.  
 780 Birchmount Road, Unit 16, Scarborough,  
 Ontario, Canada, M1K 5H4

**US shipping address:**  
**Attention: Olga Skelly**  
 i3DVR C/O N.G. Jensen Inc.  
 RMA WHSE  
 181 Cooper Avenue Ste 100,  
 Tonawanda, NY 14150



## **i<sup>3</sup> International Inc.** **\*\*Partner GiPi Integration Policy**

This is a joint partnership, mutually beneficial to both parties.

i<sup>3</sup> International Inc. is willing to invest the R&D time required in order to integrate with your products, in return we request a donation of two units of the same product model. In order to ensure the continued integration integrity as our software changes, we will require a physical device for future regression testing with every new software release.

For the GiPi integration of a product line using the same API technology, the following is required:

- Two units of the same product model or two units using the same API technology
- API instructions
- A list of all models using the same API technology
- Your company logo for i3 Partners web page

The sample model (donated product) that has been tested will be identified and listed on our online integration page, followed by the supplied list of the compatible models provided by you, the manufacturer. The list of compatible models should be updated regularly by the product manufacturer with any new compatible model numbers.

A copy of i<sup>3</sup> International Logo is available from your marketing purposes from our marketing department. Please contact Mona El-Madhoun at [mona@i3International.com](mailto:mona@i3International.com)

**IMPORTANT:** i<sup>3</sup> International strives towards the outstanding user experience and must perform regression testing for each integrated device before each new software release. Partners that cannot offer two physical devices of the same model for testing will see their integrated devices removed from i<sup>3</sup> International's integrations list on the next software release.



**i<sup>3</sup> International Inc.**  
**MUTUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between i3 International Inc., having offices at 780 Birchmount Road, Unit 16, Scarborough, ON M1K 5H4 Canada and \_\_\_\_\_, having offices at \_\_\_\_\_.

WHEREAS, the parties desire to have discussions of, or relating to the design, development, manufacture and/or purchase of software and/or hardware for i3 International Inc.'s products and services;

WHEREAS, it is contemplated that such discussions will require the disclosure by one party (Disclosing Party) to the other party (Recipient) of confidential and proprietary information including trade secrets, hereinafter referred to as "Confidential Information";

WHEREAS, both parties recognize the value of the Confidential Information and that it is in their mutual best interests to maintain the confidential, proprietary and secret nature of the Confidential Information;

NOW, THEREFORE, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Confidential Information shall include, but not be limited to documents, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, software, prototypes, samples, methodologies, formulations, patent applications, know-how, experimental results, specifications, customer information, and other business information.
2. Confidential Information may be oral, visual, or by demonstration, or in some other form not permanently recorded, and shall be considered Confidential Information.]
3. Obligations under this Agreement with regard to the Confidential Information shall be carried out indefinitely and the Recipient (including its employees, agents and consultants) shall not disclose any Confidential Information it receives from Disclosing Party to any third party or use the Confidential Information for its own or any other party's benefit, except as contemplated by this Agreement. Recipient shall use as a minimum the same degree of care to avoid disclosure or use of the Confidential Information as it employs with respect to its own confidential, proprietary and secret information of like importance, but in any case using no less than a reasonable degree of care, and shall further use such Confidential Information only for the purpose of this Agreement.
4. Information shall not be deemed Confidential Information, and Recipient shall have no obligation of confidentiality or restriction against use with respect to any information which;
  - a. is already known and documented by Recipient; or
  - b. is or becomes publicly known through no wrongful act of Recipient; or
  - c. is rightfully received from a third party without restriction and without breach of this Agreement; or
  - d. is independently developed by an employee, agent or consultant of Recipient who had no knowledge of or access to the Confidential Information; or
  - e. is approved for release by written authorization from Disclosing Party.

Recipient shall notify Disclosing Party of any proposed disclosure in reliance upon any of the above exceptions at least fifteen (15) days in advance specifying the details of the proposed disclosure and the relevant exception(s).

5. In the event Recipient is requested or required by a government or court order, or similar process, to disclose any Confidential Information supplied to it by Disclosing Party, Recipient shall provide Disclosing Party with prompt notice of such request so that Disclosing Party may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver of compliance, Recipient is none the less, in the opinion of its counsel, compelled to disclose Confidential Information received from Disclosing Party to any government agency, court or similar tribunal, or else



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be liable for contempt or suffer other censure or penalty, Recipient may disclose such Confidential Information to such tribunal without liability under this Agreement.

6. All Confidential Information disclosed to Recipient and all tangible property embodying the same shall be and remain the property of Disclosing Party, and such Confidential Information shall be promptly destroyed or returned to Disclosing Party upon written request from Disclosing Party, and shall remain confidential and secret in accordance with this Agreement.

7. Nothing contained in this Agreement shall be construed as granting or conferring to Recipient any rights by license or otherwise, either expressly or by implication, to any Confidential Information disclosed by Disclosing Party to Recipient as a result of this Agreement.

8. This Agreement shall not be construed as a joint venture, teaming effort or agency arrangement but each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.

9. Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.

11. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceable provision or part thereof shall be deemed to be omitted from this Agreement without in any way invalidating or impairing the other provisions of this Agreement.

12. Neither Party hereto may assign this Agreement without the prior written consent of the other Party.

13. The Recipient acknowledges that any violation of this Agreement by the Recipient will cause the Disclosing Party to suffer immediate and irreparable harm and that the damages that the Disclosing Party will suffer may be difficult or impossible to measure. Therefore, upon any actual or impending violation of this Agreement, the Recipient agrees that the Disclosing Party is entitled to the issuance of a restraining order or injunction, restraining or enjoining such violation by the Recipient or any entity or person acting in concert with the Recipient. The Recipient agrees not to raise as a defense to any application by the Disclosing Party for such relief that money damages would provide an adequate remedy to the Disclosing Party. This remedy will be in addition to, and not in limitation of, any other remedy which may be available to the Disclosing Party.

14. This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

15. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, Canada without regard to principles of conflict or choice of laws and the parties hereby irrevocably submit to the jurisdiction of the courts of that Province.

16. This Agreement may be executed in two or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first written above.



**i<sup>3</sup> International Inc.**  
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AGREED AND ACCEPTED

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the company.

AGREED AND ACCEPTED

i3 International Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the company.