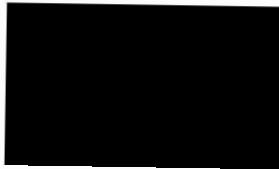


JM160055



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Dated {effective date 27 July 2016}

This non-disclosure and confidentiality agreement (hereinafter the "Agreement") is entered into by and between:

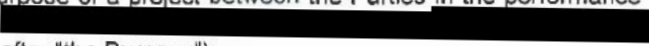
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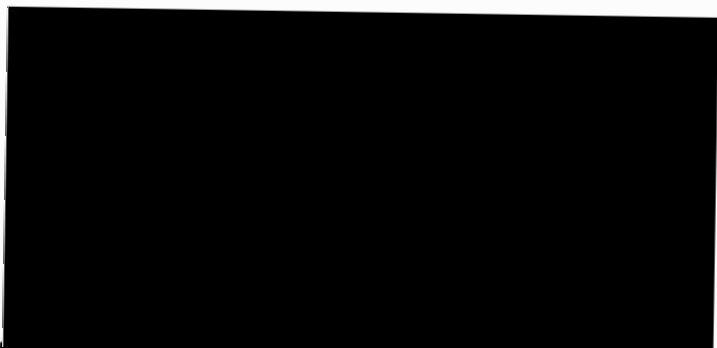
And

- 2. Výzkumný a zkušební letecký ústav, a company incorporated under the laws of Czech Republic, having its registered office at Beranových 130, 199 05, Prague, Letnany, Czech Republic and its principal place of business at Beranových 130, 199 05, Prague, Letnany, Czech Republic (hereinafter "VZLU"), for the purpose hereof duly represented by Josef Kašpar, (hereinafter "Supplier");

each hereinafter referred to as "Party", jointly hereinafter referred to as "Parties",

WHEREAS:

- A. Each Party is the owner of and/or the party entitled to the Information – as defined hereunder- and each Party considers its Information to be of a confidential nature;
- B. Parties have expressed their respective desire to disclose Information and have access to and to use each other's Information for the purpose of a project between the Parties in the performance of material and/or product testing for  (hereinafter "the Purpose");
- C. Parties are prepared to disclose to each other the Information subject to the terms and conditions of this Agreement and provided that the Information shall only be used by the Receiving Party for the Purpose;



NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS.

1. The capitalised term "Information" as used in this Agreement (including the preamble hereto) shall mean all information of any kind disclosed in any manner on or after the date of this Agreement by a party ("the Disclosing Party") or any of its Affiliates to a Receiving party ("the Receiving Party") or its Affiliates relating to the Purpose in the course of the project. Information disclosed in writing or in another tangible form shall be marked as "confidential" or "proprietary". If disclosed otherwise, the Information shall be reduced in written form and communicated and confirmed to the Receiving Party within 21 days of such disclosure.



Affiliates shall mean a company directly or indirectly owned by, or controlling, controlled by or commonly controlled together with a Party to this Agreement

Nothing contained or implied in this Agreement shall be construed as an obligation on the part of either Party to disclose Information or to enter into any other or further contractual relationship regarding Information or in general.

2. The Receiving Party hereby covenants and warrants that the Information:
 - (a) shall be protected, kept and treated by it in strict confidence and the Receiving Party shall apply a degree of care similar to the degree of care applied by it in relation to its own information and data of a confidential nature provided that such degree of care shall in any way comply with applicable standard of reasonableness;
 - (b) shall only be disclosed on a strict need-to-know-basis to and used and applied only by employees of the Receiving Party, and affiliated companies of the Parties, who are directly concerned with the proper use of the Information and furthermore solely for the Purpose;
 - (c) shall not without the prior written consent of the Disclosing Party be used or applied in whole or in part for any purpose other than the Purpose;
 - (d) shall neither be disclosed nor caused to be disclosed, whether directly or indirectly, to any third party, other than professional advisors, financial advisers including but not limited to consultants, subcontractors of the Receiving Party and solely for the Purpose, without the prior written consent of the Disclosing Party, except that [REDACTED] may disclose such Information to its customer in case Information is exchanged for preparation and submission of a proposal from [REDACTED] to its customer;

The confidentiality provisions contained herein shall remain effective for as long as the Information has not become part of the public domain.

3. The Information as such and all drawings, reports, documents, discs, microfiches and films or other data medium made available hereunder shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party promptly upon request and, in any case, upon termination of this Agreement without retaining copies thereof.
4. Except as otherwise provided herein, the Receiving Party shall have no obligations or restrictions regarding the Information and the use of such Information in the event and to the extent the Receiving Party can prove that such Information:
 - (a) has come into the public domain prior to or after the disclosure thereof by the Disclosing Party hereunder and in such case other than through (i) a breach of this Agreement by the Receiving party or (ii) a breach by a third party of any confidentiality obligation towards the Disclosing Party which the Receiving Party had cognisance of or could have suspected;


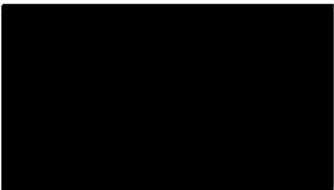
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- (b) was already known to the Receiving Party at the time of disclosure by the Disclosing Party hereunder as irrefutably evidenced by written documentation in the files of the Receiving Party;
 - (c) has been lawfully received from a third party without notice of any restrictions from such third party and other than through (i) a breach of this Agreement by the Receiving Party or (ii) a breach by such third party of any confidentiality obligation towards the Disclosing Party which the Receiving Party had cognisance of;
 - (d) has been or is published other than through (i) a breach of this Agreement by the Receiving Party or (ii) a breach by a third party of any confidentiality obligation towards the Disclosing Party which the Receiving Party had cognisance of;
 - (e) has been independently developed in good faith by employees of the Receiving Party who did not have or should not have had access to the Information; or
 - (f) has not been properly identified as "proprietary", "restricted" or "confidential" in accordance with paragraph 1 above, unless it should have been clear to the Receiving Party upon disclosure that, notwithstanding the absence of any such marking, the disclosed Information actually is of a confidential nature.

The confidentiality obligations and restrictions of either Party hereunder shall also not apply in the event and to the extent the Receiving Party is required by applicable law or is ordered by any court with competent jurisdiction to disclose the Information or any part thereof.

- 6. It is expressly understood and agreed by Parties hereto that nothing in this Agreement, including the disclosure of Information hereunder by the Disclosing Party, shall be deemed to grant the Receiving Party any rights or claims, whether express or implied, by licence or otherwise, on the matters, inventions or discoveries to which the Information pertains or may lead, nor of any other rights or claims, including but not limited to any patent, copyright, trademark or trade secret rights.
- 7. In performing its obligations under this Agreement, the Parties shall each comply with export control laws, regulations and orders as they may be amended from time to time and as may be applicable to the export or re-export of goods and services (for the purpose of this article 7, goods and service include software, processes or technical data).

If deemed necessary, the Disclosing Party shall obtain export licenses, authorizations or exemptions prior to export or re-export of the goods and service and shall provide a copy to the Receiving Party enabling the Receiving Party to comply with any proviso's or restrictions listed. At request, the Disclosing Party shall inform the Receiving Party of the export control classification number of the goods and service provided.

To the extent that goods and service were specifically designed or modified for a military end use or a military end user, the Disclosing Party shall notify the Receiving Party of this fact.

- 8. This Agreement is entered into for a period of 10 years as of the date first mentioned above and shall automatically terminate upon expiry of that period without any further action or court interference being required.
 - 9. The termination of this Agreement shall not relieve the Receiving Party of complying with the obligations and restrictions imposed on it with respect to the use, non-disclosure, confidentiality and restitution of the Information disclosed to the Receiving Party prior to termination of this Agreement.
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10. The Disclosing Party shall under no circumstances be liable, on any ground whatsoever, for any loss of or damage to property, injury or other damage of whatever nature suffered or incurred by the Receiving Party or its personnel caused by the use by the Receiving Party of Information disclosed hereunder by the other Party and in this respect the Receiving Party releases any and all rights, claims and causes of action it may ever have on or against the Disclosing Party.

The Receiving Party shall indemnify and hold the Disclosing Party harmless from and against any rights, claims and causes of action of third parties (including for cost and expenses) resulting from or in any way related to the use and application by the Receiving Party of Information disclosed by the Disclosing Party hereunder.

11. Each Party represents that, to the best of its knowledge, it has the right and power to disclose such Information for the purpose stated above and that such disclosure will not infringe on any third party rights. No other warranties, expressed or implied, are intended or deemed to arise by virtue of entering into this Agreement. In the event the Receiving Party is threatened with any action alleging that the Information in the form disclosed by the other Party infringes on any third party rights, then the Receiving Party shall promptly inform the other Party of the threatening action and Parties shall consult on the appropriate manner to refute the allegations and to defend such action.

12. This Agreement shall be governed and interpreted in accordance with the laws of The Netherlands. All disputes between Parties in connection with or arising out of the existence, validity, consummation, performance or termination of this Agreement (or any terms thereof) which Parties are unable to resolve between themselves, shall be finally settled by the competent court in Rotterdam, the Netherlands.

13. The agreement will enter into force on the date of its signing by both parties and into the efficiency on the date of publication in the register of contracts. VZLU will therefore without undue delay after its signing by both parties and in accordance with the Act of Contracts Register submit the contract to register of contracts for publication.

IN WITNESS WHEREOF, each of the Parties caused this Agreement to be executed on the date first written above by their respective duly authorized officers or representatives in threefold.

Signed by and on behalf of:

