**NON DISCLOSURE AGREEMENT**

**BETWEEN:**

1. **AEROSPACELAB** a Belgian *société anonyme,* having its registered office at 14B rue André Dumont, 1435 Mont-Saint-Guibert, Belgium, registered with the *Banque-Carrefour des Entreprises* under number 0652.911.750, represented by Mr. Benoit Deper, managing director, including all its affiliated companies:
	1. **AEROSPACELAB Inc. (USA),** having its business office at 20000 S. Vermont Av., Torrance, 90502 CA, USA ;
	2. **Aerospacelab Sàrl** (Switzerland), registered number IDE CHE-423.826.303, having its registered office at Chaudron Campus, Chemin des Lentillières 15, 1023 Crissier ;
	3. **AMOS SA**, (Belgium), registered number BCE 0425.172.378, having its registered office at Rue des Chasseurs-Ardennais 2, 4031 Liège ;

*Hereinafter referred to as “****AEROSPACELAB****”,*

**AND:**

1. **………………………………………………………………** a ………………………………………., incorporated and organized under the laws of …………………………………., with company register number ………………………., having its registered office at ……………………………………… …………………………………………………………………………………, represented by …………………………………………………, as …………………………………………..,

*Hereinafter referred to as “***…………………..***”.*

*Hereinafter jointly referred to as the “****Parties****”**and individually as a “****Party****”.*

This Non Disclosure Agreement (the **“Agreement”**) is made ……………………….. (the **“Effective Date”**);

**WHEREAS**, the Parties have the best intentions to secure and protect the confidentiality of each other’s Proprietary Information, as defined herein;

**NOW THEREFORE;** IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **DEFINITIONS**

**“Affiliated Company”** shall under this Agreement mean any company or legal entity which; (i) controls de facto or de jure either directly or indirectly a Party, or; (ii) which is controlled de facto or de jure either directly or indirectly by a Party, or; (iii) is de facto or de jure either directly or indirectly controlled by a company or entity which de facto or de jure either directly or indirectly controls such a Party. In this context “control” means the right to exercise 50% or more of the voting rights in the appointment of directors.

**“Authorized Person”** shall under this Agreement mean;

1. an employee, officer or director of the Receiving Party; and
2. an employee, officer or director of an Affiliated Company of the Receiving Party;

**“Disclosing Party”** means the Party to this Agreement who discloses Proprietary Information.

**"Proprietary Information"** shall under this Agreement mean any technological, financial, or commercial information, or other information of a proprietary or confidential nature, disclosed by one Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) under this Agreement, in direct or indirect connection with the Purpose, whether:

1. in writing; in electronic or other documentary form or format;
2. orally or visually; including but not limited to ideas, methods, plans or know-how ; in the case of information that is disclosed orally or visually, the Disclosing Party shall notify of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.
3. in other form or format; including but not limited to software, samples, equipment, models or tools;

in all instances conditioned that such information is;

1. clearly and conspicuously marked as such (e.g. with the Disclosing Party’s name/identification together with a legend such as "Proprietary", "Commercially Sensitive", “Confidential” or other proper identification); or
2. designated as such in documentary form (e.g. specific list or schedule identifying the information as proprietary) at the time of disclosure, or is confirmed and specified by the Disclosing Party as such in documentary form within thirty (30) days after its disclosure; or
3. otherwise protected under applicable law as being proprietary to the Disclosing Party.
4. The Information which is not identified as confidential shall nevertheless be treated as Proprietary Information by the Receiving Party, if he knows or should reasonably be expected to know about the secret and confidential nature of such Information.

**"Purpose"** shall under this Agreement mean; the discussion about [Potential Business Opportunity] and; (ii) which shall be the Receiving Party’s sole permitted purpose of use of Proprietary Information received, and; (iii) which under this Agreement is to discuss and provide each other with certain information regarding communications support for upcoming missions, including commercial and technical capabilities and requirements**;** The purpose shall never be deemed to imply; (i) the transfer of property, ownership or limited rights in or to any Proprietary Information, or; (ii) any obligation to cooperate (either exclusively or non-exclusively) in any present or future project, as such cooperation shall be subject to separate agreement.

**“Receiving Party”** means the Party to this Agreement who receives Proprietary Information.

1. **OBLIGATIONS**
	1. Each Receiving Party undertakes the following results obligations:
2. to keep confidential and not disclose any Proprietary Information disclosed to it under this Agreement to any person or entity other than to an Authorized Person or as otherwise permitted hereunder ; and
3. not to use either directly or indirectly any Proprietary Information disclosed to it under this Agreement for any other purpose than the Purpose.
	1. Each Receiving Party undertakes to comply with the following provisions in addition to the results obligations as specified in Clause 2.1:
4. to use at least the same degree of care in safeguarding Proprietary Information disclosed to it as it uses for its own proprietary information of like importance provided that such degree of care represents a proper industry standard of same; and
5. to take all reasonable precautions to safeguarding Proprietary Information disclosed to it, such as the use of locking cabinets, password security, and other proper measures of limited access; and
6. to only reproduce or copy Proprietary Information to the extent strictly necessary to carry out work in support of the Purpose; and
7. to give access to Proprietary Information disclosed to it only to an Authorized Person who strictly need to know the same to carry out work in support of the Purpose; and
8. to ensure and be liable that any Authorized Person with access to Proprietary Information fully complies with the provisions of this Agreement; and
9. to ensure that no person or entity other than an Authorized Person get access to Proprietary Information disclosed to it unless; (i) prior written authorization is received from the Disclosing Party, and; (ii) at the Disclosing Party’s request, such third party in advance enters into a written non disclosure undertaking or agreement no less strict than this Agreement.
10. **EXCEPTIONS**
	1. The provisions of this Agreement concerning confidentiality and no use shall not apply to information that the Receiving Party can reasonably demonstrate :
11. is, at the time of disclosure hereunder, already published or otherwise publicly available; or
12. is, after disclosure hereunder, published or becomes publicly available other than by breach of this Agreement; or
13. is, at the time of disclosure hereunder, rightfully and without breach of this Agreement already in the Receiving Party's possession without restriction as to use and disclosure; or
14. is independently developed by the Receiving Party in good faith by personnel who did not have access to the Proprietary Information; or
15. is rightfully and without breach of this Agreement received by the Receiving Party from a third party without restrictions as to use and disclosure; or
16. is approved for release or use by written authorization from the Disclosing Party; or
	1. Receiving Party shall not be liable for disclosure of Proprietary Information disclosed by the Disclosing Party if the Receiving Party is required to disclose by law, or regulation, or a court of competent jurisdiction (including a court order), or the rules of any securities exchange, provided however, that promptly after such need becomes known and reasonably prior to any such disclosure, the Receiving Party shall; (i) inform the Disclosing Party of the circumstances of the proposed disclosure, to the extent legally permissible, and provide the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure , and; (ii) consult with the Disclosing Party as to the wording of the disclosure and possible steps to limit any adverse effects of the disclosure, and; (iii) discloses such Proprietary Information only to the extent required by the order and  to the extent possible gain assurances and/or undertakings as to confidentiality from the body to whom the information is to be disclosed. In no event will such Disclosure entitle the Receiving Party to disclose this information to Third Parties.
17. **NO LICENSE**
	1. Nothing in this Agreement shall affect the rights of the Disclosing Party in or to Proprietary Information disclosed hereunder, and any Proprietary Information disclosed hereunder shall be treated by the Receiving Party as the sole property of the Disclosing Party.
	2. Nothing in this Agreement shall be construed as conferring upon the Receiving Party any right of use or any title to the Proprietary Information received by it from the Disclosing Party, or to any invention or other intellectual property embodied therein, other than the limited use in support of the Purpose as expressly provided herein.
18. **NO WARRANTY OR REPRESENTATION**
	1. Proprietary Information that may be disclosed under this Agreement shall be limited to that which in the Disclosing Party's sole opinion is necessary to carry out work in support of the Purpose.
	2. All Information is provided “AS IS”. The Disclosing Party makes no representation or warranty, express or implied, as to the fitness for a particular purpose, merchantability, accuracy, completeness, adequacy, sufficiency or freedom from fault or defect of any kind, including, without limitation, freedom from any patent or trade secret infringement that may result from the Receiving Party’s use of the Proprietary Information.
	3. The Disclosing Party shall not be liable for damages of any kind as a result of a Receiving Party’s reliance on or use of any Confidential Information provided hereunder.
19. **RELATIONSHIP**
	1. Nothing in this Agreement shall grant to either Party the right to make any commitments for or on behalf of the other Party without the other Party's express written authorization. Nothing in this Agreement shall be construed as to financially bind the parent company of either Party.
	2. Nothing in this Agreement shall be construed as committing the parties to work together on the Purpose or in any present or future project; as such cooperation is subject to separate agreement.
	3. Nothing in this Agreement shall imply the formation of an agency or partnership, corporation, Joint Venture, employee/employer relationship or any other type of formal organization between the Parties.
20. **ASSIGNMENT**
	1. Neither Party shall assign or transfer this Agreement or its rights or obligations under this Agreement in whole or in part to any other party or third party without the prior written authorization from the other Party. Such authorization shall not be unreasonably withheld. Absent such consent, any attempted assignment or transfer, in whole or in part, shall be null and void.
	2. Notwithstanding Clause 7.1, either Party shall be entitled to assign this Agreement by way of an internal merger or demerger or other form of internal reorganization provided that the successor in law of such internal merger or demerger or other form of internal reorganization was an Affiliated Company of the original Party at the time of the Effective Date and still is an Affiliated Company of that Party at the time of assignment.
	3. An authorized successor in law either under Clause 7.1 or 7.2 shall be bound by the terms of this Agreement as if the successor in law was an original party hereto, and either Party may for the sake of clarity require the successor in law to provide a separate written confirmation or undertaking thereof.
21. **NO PUBLICITY**
	1. Unless required by mandatory law or regulation, no publicity or advertising regarding the relationship between the Parties concerning the Purpose or this Agreement, including the existence of this Agreement, shall be released by either Party without the prior written authorization from the other Party. Such authorization shall not be unreasonably withheld.
22. **NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS**
	1. Nothing in this Agreement shall affect either Party’s obligation to comply with all applicable national and international export, import and security laws and regulations.
	2. Each Party shall collect, process, store, and transfer all personal data provided by the other Party under this Agreement in strict accordance with applicable data protection and information security laws. In addition, the receiving Party shall reasonably assist the disclosing Party to promptly comply with inquiries it receives under applicable data protection laws. In the event the receiving Party discovers or is notified of a data breach involving personal data provided by the disclosing Party, the receiving Party shall notify the disclosing Party of the data breach as soon as practicable, but no later than seventy-two (72) hours after the receiving Party became aware of the data breach. The receiving Party shall take all actions necessary to contain the data breach and provide the disclosing Party with all reasonably necessary information on the data breach and remedial actions.
23. **NOTICES**

All notices given by either Party to the other under this Agreement shall be in English; addressed to the other Party using the contact details below; and delivered in person, by post, or email. All notices shall be effective upon receipt.

|  |  |
| --- | --- |
| Aerospacelab address (using the entity name stated at the head of this Agreement): | Company address: |
| Rue André Dumont 14B,1435 Mont-Saint-Guibert,Belgium |  |
| Attention: Legal Department | Attention:  |
| Email address: legal@aerospacelab.com  | Email address: |

A notice shall be deemed received by a Party: (a) when it is delivered to the recipient’s street address above, if delivered in person or by post; or (b) when it is sent to the recipient’s email address and not rejected by the recipient’s email system, if sent by email. Notwithstanding the foregoing, if a notice is delivered or sent on a day which is not a business day in the state of the recipient’s address set out in this section, the notice shall be deemed to be received on the next business day.

1. **LIABILITY**
	1. The Receiving Party further acknowledges that damages would not be an adequate remedy for any breach of this Agreement by the Receiving Party or its Authorized Persons and that the Disclosing Party may obtain injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement by the Receiving Party or any of its Authorized Persons. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the Disclosing Party.
	2. Notwithstanding any other provision of this Agreement, neither Party shall be liable for indirect or consequential damages or loss of revenue or profit arising out of, connected with, or resulting from its performance under this Agreement.
2. **NO WAIVER**
	1. No exercise or failure or delay to exercise any right, power or remedy under this Agreement shall constitute a waiver thereof in whole or in part.
3. **TERM AND TERMINATION**
	1. This Agreement shall remain in force for a period of (3) three years from the Effective Date when it will terminate automatically unless extended in advance by mutual written agreement between the Parties.
	2. This Agreement may at any time and for any reason be terminated by either Party upon thirty (30) days prior written notice.
	3. The provisions of this Agreement concerning confidentiality, no use and liability shall survive expiration or early termination of this Agreement for a period of five (5) years.
	4. Upon request of Disclosing Party, Receiving Party shall provide a written statement declaring that it has taken all commercially reasonable efforts to properly return, erase, destroy or otherwise make practically unavailable all Proprietary Information disclosed to it under this Agreement together with all copies thereof (regardless of form and format), including by its backup information systems, which will be deleted in accordance with Receiving Party’s document retention policy. However, each Party may retain one archival copy in documentary form which shall be used only in case of a dispute concerning this Agreement and for no other purposes whatsoever. Each Party may direct the other Party to store such archival copy with its legal counsel or with a reputable escrow agent.
4. **APPLICABLE LAW AND DISPUTE RESOLUTION**
	1. This Agreement shall be governed and construed by the substantive laws of BELGIUM. The Language of the procedure will be English.
	2. Any dispute arising out of or relating to this Agreement shall be settled under the exclusive jurisdiction of the Courts of the arrondissement of Brussels. Before judicial proceeding is commenced, the Parties shall endeavour to resolve the dispute amicably through negotiations between high-level executives of the Parties, within a minimal period of 30 days from the date such dispute first arises.
	3. Notwithstanding the foregoing, each Party acknowledges that breach of this Agreement may cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party shall be entitled to seek injunctive relief under this Agreement by a competent court in any jurisdiction relevant to a breach of this Agreement. For the avoidance of doubt, such competent court shall, notwithstanding Clause 13.1, be entitled to apply the substantive law of that jurisdiction on the interpretation of this Agreement when determining such injunctive relief.
5. **ENTIRE AGREEMENT**
	1. This Agreement constitutes the entire agreement between the Parties with respect to confidentiality and no use of Proprietary Information relative to the Purpose, and it supersedes and replaces any prior written or oral agreement, representation, understanding or commitment thereon. Modifications or amendments shall only be valid if made in writing and signed by duly authorized representatives of both Parties.

**15.** **SEVERABILITY**

If any provision of this Agreement shall be held illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement. The illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable provision which so far as possible achieves the Parties intent in agreeing to the original provision and is mutually acceptable to the Parties. The remaining provisions of this Agreement shall continue in full force and effect and will not be affected by the illegal, invalid or unenforceable provision.

1. **AUTHORITY**

Each Party warrants and represents to the other that it possesses all necessary powers, rights and authority to lawfully make any disclosure subject to this Agreement and that the person signing this Agreement on behalf of the Party has been properly authorized to enter into this Agreement.

1. **SIGNATURE**

This document is executed in two (2) originals, one (1) for each Party.

|  |  |
| --- | --- |
| For and on behalf of**………………………………………**Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: Date:  | For and on behalf of**AEROSPACELAB SA**Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Benoit DeperTitle: CEODate:  |