

NON-DISCLOSURE AGREEMENT

Parties: **Sierra Nevada Corporation (SNC)**
444 Salomon Circle
Sparks, NV 89434

Mission Ignition Systems Ltd.
161 Ridge Street, Unit 744
Sault Sainte Marie, MI 49783

Points of Contact:

For SNC:

Administrative

Attention: Julia Hendrickson
Title: Procurement Specialist Senior
Phone: 303-530-1925
Email: Julia.hendrickson@sncorp.com

For Mission Ignition Systems Ltd.:

Administrative

Attention: Mark Lepore
Title: Senior Engineer
Phone: 519-314-4125
Email: Mark.lepore@missionignitionsystems.com

Purpose: Transfer of SNC company and supplier information such that the vendor can provide and support SNC in the development, fabrication, or delivery of product/services for SNC needs.

Effective Date: Upon Final Signature

Term: Five (5) years from effective date.

The parties anticipate exchanging sensitive and/or non-public information ("Proprietary Information") in furtherance of the Purpose identified above. This Non-Disclosure Agreement (the "Agreement") will govern how the parties treat Proprietary Information.

1.0 Fundamental Terms. Each party agrees to the following:

- a) Providing Information: This Agreement does not obligate either party to disclose information. If information is disclosed, the disclosing party shall identify all Proprietary Information. Written information must have a legend identifying it as "proprietary" or an equivalent written marking in order to be protected under this Agreement. Oral or visual disclosures must be reduced to writing, marked with a legend indicating that the information is proprietary, and delivered to the receiving party within thirty (30) days of the disclosure in order to be protected under this Agreement.
- b) Using Information: The receiving party may only use Proprietary Information for the Purpose identified above. The receiving party may only provide Proprietary Information to: (1) employees that need to know the information in order for the parties to achieve the Purpose; (2) third party accounting or legal consultants, but only to the extent that the consultant is under a comparable confidentiality obligation; or (3) individuals supplying contract labor to the receiving party, provided that the individual is subject to a comparable confidentiality obligation.
- c) Protecting Information: The receiving party shall protect and preserve the confidentiality of the Proprietary Information. The receiving party shall exercise at least the same degree of care when protecting the Proprietary Information as it uses when protecting its own sensitive and/or non-public information. In no event shall the receiving party use less than reasonable care to protect the other party's Proprietary Information.
- d) Disclosures of Information: The receiving party shall immediately notify the disclosing party if Proprietary Information is disclosed in a manner contrary to this Agreement. Under such circumstances, the receiving party shall take all reasonable steps to recover the Proprietary Information and prevent further disclosure, dissemination, or use of the Proprietary Information.

2.0 Information Not Covered. The following categories of information are not covered by this Agreement:

- a) Information that is in the public domain, or enters the public domain, through no wrongful act or failure to act by the receiving party;

- b) Information that, prior to the disclosure, was already in the lawful possession of the receiving party without restriction;
- c) Information that is obtained from a third party who is rightfully in possession of such information and is not subject to a contractual or fiduciary obligation to keep the information confidential; and
- d) Information that is independently developed by the receiving party without the use of any Proprietary Information provided by the disclosing party.

It shall be the burden of the receiving party to demonstrate that information falls into one of the above categories.

3.0 Disclosures Required by Law or Law Enforcement. If the receiving party is directed to disclose Proprietary Information pursuant to a judicial or Government order, the disclosure shall not breach this Agreement, provided the receiving party: (a) provides timely notice of such order to disclosing party; and (b) cooperates with the disclosing party's efforts to contest or limit the scope of such order.

4.0 Government Proposals. If the Purpose of this Agreement is to support a proposal to a United States government customer, the disclosing party consents to Proprietary Information being provided to the government as part of, or in support of, that proposal, provided that the party submitting the proposal complies with all appropriate data marking and protection requirements.

5.0 Ownership of Data. All Proprietary Information disclosed under this Agreement shall remain the property of the disclosing party. The receiving party only shall receive a limited license to use the disclosing party's Proprietary Information for the Term and Purpose of this Agreement and such use shall only be in strict accordance with the terms of this Agreement. The foregoing license shall be non-sublicensable unless expressly permitted by the disclosing party, in writing, and on condition that such sublicense require the sublicensee to protect disclosing party's Proprietary Information according to no less than the same standards of care set forth herein.

6.0 Quality of Data. ALL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY PROVIDES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

7.0 Termination. This Agreement shall terminate upon the conclusion of the Term, as identified above. The Agreement may be terminated early by written agreement of the parties. The receiving party's obligations under Sections 1(b), 1(c), and 1(d) shall survive termination of the Agreement and continue for five years after termination. Upon the direction of the disclosing party (either at termination or earlier), the receiving party shall return or destroy any Proprietary Information belonging to the disclosing party.

8.0 Remedies.

- a) The parties recognize that a breach of this Agreement will cause irreparable harm to the disclosing party and that the disclosing party will not be adequately or completely compensated by the award of damages for improper use or disclosure of the disclosing party's Proprietary Information.
- b) Neither party shall be liable for the inadvertent or accidental disclosure of Proprietary Information of the other if such disclosure occurs despite the exercise of the level of care required by this Agreement and provided that, upon discovery of such disclosure or use, the party that disclosed the Proprietary Information immediately notifies the other party and takes all reasonable steps to retrieve the disclosed Proprietary Information and to prevent any further inadvertent, accidental, unauthorized or mistaken disclosure or use.
- c) If any action or proceeding is commenced in order to enforce this Agreement, or to recover damages as a result of an alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.

9.0 Government-Controlled Information. To the extent that information disclosed is classified, export-controlled, or otherwise controlled by the U.S. or a foreign government, the parties agree to comply with all regulations regarding its use, disclosure, export, and transfer. If Proprietary Information is export controlled, neither party will export the Proprietary Information of the other without first obtaining written permission from the other party, in addition to satisfaction of all other regulatory approvals.

10.0 Miscellaneous Terms.

- a) This Agreement does not create a joint venture, partnership or formal business entity of any kind.
- b) This Agreement is not assignable. Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party without the prior consent in writing from the other party.
- c) No modification or waiver of this Agreement shall be binding unless made in writing and signed by the parties.
- d) A failure or delay of either party to enforce any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall not constitute waiver of any such provision.
- e) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s) that comes closest to the intention of the parties.
- f) Any dispute under or breach of this Agreement that cannot be settled between the parties shall be resolved through litigation. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without regard to conflict of law principles. Exclusive jurisdiction for any litigation arising out of this Agreement or its subject matter shall be in the state and federal courts located in the County of Washoe, State of Nevada. Each party submits to the exclusive jurisdiction of said courts.
- g) All rights identified in this Agreement are cumulative and in addition to any other rights that a party may have at law or equity.
- h) This Agreement constitutes the complete agreement between the parties and supersedes any previous understanding or agreement between the parties with respect to the subject matter hereof.
- i) This Agreement does not prohibit either party from lawfully reporting to the U.S. government waste, fraud, or abuse.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement as of the date first written above.

SIERRA NEVADA CORPORATION

By:

Print Name: Julia Hendrickson
 Title: Procurement Specialist Senior

Date:

Mission Ignition Systems Ltd.

By:

Print Name: Mark Lepore
 Title: Senior Engineer

Date: