



CONFIDENTIAL & PROPRIETARY

IN WITNESS WHEREOF, the Parties and duly authorized representatives of the Parties hereto have executed this Agreement, which is effective as of the date first set forth above.

AXIOM SPACE, INC.

DocuSigned by:

Alicia Woodley

EGCCLCE0AALQ4BE

Signature

Alicia woodley

Name

Chief Counsel & Dir. Corp. Ops.

Title

5/3/2021

Date

Mission Ignition Systems Ltd.

MARK LETOCE

Signature

MARK LETOCE

Name

SEC/HEAD ENGINEER

Title

4/30/2021

Date



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MUTUAL NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (“Agreement”), acknowledged as effective as of April 28, 2021, is entered into by and between **Axiom Space, Inc.**, with offices at 1290 Hercules Ave, First Floor, Houston, TX 77058, USA (“**Axiom**”) and **Mission Ignition Systems Ltd.**, with offices at 636 Shafer Avenue, Sault Ste Marie, Ontario, P6C3R9, Canada, (each a “**Party**”, and collectively the “**Parties**”).

WHEREAS, the Parties may desire to share certain Proprietary Information (as such term is defined in Paragraph 1, below) for the purpose of exploring a business opportunity of mutual interest for commercial space-related projects, including, but not limited to, ignition components (the “**Purpose**”).

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Parties agree as follows:

- 1. General.** The undersigned recognize that each other’s businesses involve specialized and proprietary trade secrets, formulas, processes, technologies, drawings or images, methods, customer information and lists, financial data, know-how, confidential information received from third parties and subject to nondisclosure agreements, and other items of information which are proprietary and of a confidential nature (hereinafter “**Proprietary Information**”). The Parties further recognize that they may have advertised, solicited, rendered services, obtained customers, and expended large sums of money in the research, development, and cultivation of their respective businesses and Proprietary Information. They acknowledge that any disclosure or conversion of Proprietary Information would substantially injure their businesses, impair their investments and goodwill, injure the business and morale of their representatives, and jeopardize their relationships with their suppliers and customers. They hereby understand and agree that any Proprietary Information revealed to the other remains the exclusive property of the Party transmitting the Proprietary Information and its successors and assigns, unless expressly stated otherwise in writing.
- 2. Procedure to Protect.** Only that information that, if in writing or electronic transmission, is clearly marked “**Proprietary**,” “**Confidential**” or the like, or if transmitted orally, is first identified as proprietary and a summary of all proprietary aspects of any such oral disclosure is subsequently confirmed in writing within thirty (30) calendar days after such disclosure, shall be covered by this Agreement. Notwithstanding the foregoing requirement for marking or other identification of Proprietary Information, the Parties agree that both the sensitive details of the initial communications, as well as all subsequent financial information, detailed non-public company operational plans and customer identities shall be deemed “**Proprietary Information**” and handled as such, without the requirement of marking or other form of identification.
- 3. Limitation on Disclosure.** Throughout the term of this Agreement and for an additional period of five (5) years following expiration or termination hereof (“**Protection Period**”), a receiving Party shall hold Proprietary Information of the disclosing Party in confidence and shall not disclose, publish, communicate, or reveal such Proprietary Information to any third party, person, or corporation or the employees thereof without the prior written permission from the disclosing Party and only after such other third party, person, or corporation has executed an agreement with the



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best efforts under such circumstances to regain into its possession any materials containing the Proprietary Information that may have been or may be transmitted to any of its employees or any third party. The undersigned covenant to notify all officers, directors, employees, independent contractors and subcontractors, subsidiaries, and affiliates to whom any such information is communicated or disclosed of the terms of this Agreement in advance of such disclosure. Neither Party shall use improper means or otherwise attempt to obtain Proprietary Information from the other Party that would not otherwise be disclosed. However, should a Party obtain such Proprietary Information by any improper means, inadvertence, or otherwise, all of the non-disclosure and confidentiality covenants contained herein shall apply to such information and it shall be included in the definition of Proprietary Information.

7. **Exceptions.** This Agreement of confidentiality and nondisclosure will not apply to Proprietary Information which:

- (a) is already known to the recipient Party as shown by written records in its possession at the time such Proprietary Information is received from the other Party;
- (b) is already available to the public or third parties at the time of disclosure;
- (c) becomes available to the public without breach to this agreement;
- (d) is independently developed by an employee, affiliate, agent or consultant of the recipient Party who had no previous direct or indirect knowledge of the disclosures made under this Agreement and where such independent development can be shown by documentary evidence;
- (e) is disclosed pursuant to the provisions of a court order;
- (f) is or was disclosed by the disclosing Party to a third party without restriction or disclosed with prior written approval of the disclosing Party; or
- (g) becomes legally available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its agents or representatives.

8. **Primary Contacts.** The Parties' primary points of contact for this Agreement are:

Axiom's Contractual Administrator	Contractual Administrator
Name <u>Alicia Woodley</u>	Name: <u>Mark Lepore</u>
Title: <u>Chief Counsel, Dir. of Corp. Ops.</u>	Title: <u>adnam@axiomspace.com</u>
Phone: <u>+1 201-913-2749</u>	Phone: <u>321-400-5959</u>
Email: <u>alicia@axiomspace.com</u>	Email: <u>mark.lepore@missionignitionsystems.com</u>

Axiom's Technical Administrator	Technical Administrator
Name <u>Adnan Masood</u>	Name: <u>Mark Lepore</u>
Title: <u>Propulsion Engineer</u>	Title: <u>SEO / Head Engineer</u>
Phone: <u>346-293-7045 (HQ)</u>	Phone: <u>5193414125</u>
Email: <u>adnam@axiomspace.com</u>	Email: <u>mark.lepore@missionignitionsystems.com</u>

9. **Disclaimer of License.** It is understood that neither the execution and delivery of this Agreement, the furnishing of Proprietary Information by either Party, or any act or omission by the Parties to this Agreement, shall be construed, directly or by implication, estoppel or otherwise, to offer or grant, rights in, or licenses under any present or future Proprietary Information, or future patent, trademark or copyright, other than a limited license to use the Proprietary Information



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15. **Export Control.** The Parties agree to comply with all applicable U.S. Export Laws and Regulations. The information, data, or other materials the Parties may wish to disclose pursuant to this agreement (whether proprietary or not) may be subject to applicable U.S. Export Laws and Regulations, including the U.S. Government's International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations (EAR), and that absent any required prior authorization from the appropriate licensing authority, they will not disclose, provide, export or re-export directly or indirectly, through their affiliates, licensees, or subsidiaries, any such information restricted by U.S. law or government order to any foreign person or entity, whether within the U.S. or abroad. Each receiving Party shall be responsible for ensuring that all such information is protected in accordance with the applicable U.S. Export Laws and regulations.

16. **Classified Information.** The Parties agree to handle, disclose, mark and use classified information in accordance with the National Industrial Security Program Operating Manual ("NISPOM") and any other applicable security laws or regulations, provided that the receiving Party is notified in writing that such information is classified prior to such disclosure.

17. **Regulatory Compliance.** The Parties will comply with all applicable laws, rules, and regulations including without limitation rules, laws, and regulations related to corruption and anti bribery such as the U.S. Foreign Corrupt Practices Act, the U.S. Anti Kickback Act, the U. K. Bribery Act, the OECD Convention Against the Bribery of Foreign Government Officials in International Business Transactions, and the Prevention of Corruption Act (Cap. 241) of Singapore.

18. **No Publicity.** The Parties shall not use the name or marks of, refer to, or identify the other Party (or any related entity) in any publicity releases, interviews, promotional materials, public announcements, testimonials or advertising without the prior written approval of authorized representatives of the other Party (the approval the other Party may withhold in its sole discretion), except no such written approval is required to the extent any such disclosure is required by law.

19. **Applicable Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Texas, USA, excluding from such law the rules regarding choice of law. All claims relating to or arising out of this Agreement which the Parties do not resolve within thirty (30) days from the date of receipt of a written notice, shall be brought, heard and resolved solely and exclusively in a federal or state court situated in the State of Texas. Each of the Parties hereto agrees to submit to the jurisdiction of such courts for all purposes of this Agreement.

20. **Entire Agreement.** This Agreement contains the entire understanding between the Parties, and supersedes all prior or contemporaneous communications, agreements, and understandings between the Parties regarding the subject matter hereof. This Agreement may not be assigned without the other Party's prior written consent. A change or modification shall not bind either Party unless it is in writing and signed by authorized representatives of both Parties hereto.

21. **Scope.** This Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the Parties hereto expressly agree that this Agreement is only for the purpose of protecting Proprietary Information. This Agreement does not require or obligate either Party to disclose any particular information, recommend services or products of the other, or enter into any business relationship.