

NONDISCLOSURE AGREEMENT

This Agreement is made and entered into by and between **AEROSTAR**, a limited liability company organized and existing under the laws of the State of South Dakota, having offices at 2231 Crystal Dr #515, Arlington, VA 22202 (hereinafter referred to as "AEROSTAR") and _____ - organized and existing under the laws of _____, having offices at _____ (hereinafter referred to as _____).

Subject of AEROSTAR information: Radar system design and specifications, including but not limited, to Block Diagrams, Internal Photos, Operation Descriptions and Schematics.

Subject of _____ information:

Purpose of exchange:

The Parties hereto desire to exchange the information described above, and considered by them to be proprietary, for the above-stated purpose. The Party furnishing the proprietary information will be referred to as the "Disclosing Party" and the Party receiving the proprietary information will be referred to as the "Receiving Party." In this Agreement, _____ and AEROSTAR are both Disclosing Parties and Receiving Parties. In order to provide for the protection of such proprietary information from unauthorized use and disclosure, the Parties hereby agree the disclosure of such information between them shall be subject to the following terms and conditions:

1. Only that information disclosed in written form and identified by a marking thereon as proprietary, or oral or visual information which is identified as proprietary at the time of disclosure and confirmed in writing within thirty (30) days of its disclosure, shall be considered proprietary and subject to this Agreement.
2. The exclusive points of contact with respect to the delivery and control of proprietary information disclosed hereunder are designated by the Parties as follows:

_____: _____

AEROSTAR: Toby Hess
2231 Crystal Dr #515,
Arlington, VA 22202

Either Party may change its point of contact by written notice to the other.

3. Information identified and disclosed as provided in this Agreement shall be held in confidence for a period of five (5) years from the date of receipt. During such period, such information shall be used only for the purpose stated above and shall not be disclosed to any third party.
4. The Parties shall have no obligation under this Agreement to hold information in confidence which, although identified and disclosed as stated herein, has been or is:
 - (a) developed by the Receiving Party independently and without the benefit of information disclosed hereunder by the Disclosing Party;
 - (b) lawfully obtained by the Receiving Party from a third party without restriction;
 - (c) publicly available without breach of this Agreement;
 - (d) disclosed without restriction by the Disclosing Party to a third party, including the United States Government; or
 - (e) known to the Receiving Party prior to its receipt from the Disclosing Party.
5. Each Party shall use not less than the degree of care used to prevent disclosure of its own proprietary information to prevent disclosure of information received in accordance with the Agreement.
6. All information received and identified in accordance with this Agreement shall remain the property of the Disclosing Party and shall be returned upon request. Nothing contained herein shall be construed as a right or license, express or implied, under any patent or copyright, or application thereof, or either Party by or to the other Party.
7. Any U.S. Government classified information disclosed by one Party to the other shall be handled in accordance with the National Industrial Security Program Operating Manual for safeguarding Classified Information (DOD 5520.22-M), its supplements and other applicable U.S. Government security regulations.

8. The Receiving Party represents and warrants that no technical data furnished to it by the Disclosing Party shall be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining any export license, if applicable. The Receiving Party shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such technical data. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Receiving Party to comply with this clause or the International Traffic in Arms Regulations and the Export Administration Act.
9. The terms and conditions herein constitute the entire agreement and understanding of the Parties and shall supersede all communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. No amendments to or modifications of this Agreement shall be effective unless reduced to writing and executed by the Parties hereto. The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
10. The effective date of this Agreement shall be the date of the last signature below. This agreement shall expire five (5) years from the effective date hereof unless extended in writing by the Parties hereto. The obligations of the Parties contained in paragraph 3 above shall continue in effect notwithstanding the expiration of this Agreement.
11. This Agreement shall be governed and interpreted in accordance with the laws of the State of Maryland except its rules in regard to choice of law.

AEROSTAR

By

Richard Martin, Jr.

Printed Name

General Counsel

Title

Date

By

Printed Name

Title

Date