

NON DISCLOSURE AGREEMENT
No. NA/07/12/2015

Between

Airbus Helicopters, a French company whose registered office is situated at Aéroport International Marseille-Provence, 13725 - Marignane cedex France,

Airbus Helicopters Deutschland GmbH, a German company whose registered office Industriestrasse 4, 86609 Donauwörth, Germany;

Airbus Helicopters, Inc., located at 2701 Forum Drive, Grand Prairie, Texas 75052-7099 USA

Hereinafter referred to as "**Airbus Helicopters**"

And

Chelton Avionics, Inc. doing business as **Cobham Aerospace Communications**, a company incorporated in Delaware, whose registered address is 6400 Wilkinson Drive, Prescott, AZ 86301; hereinafter referred to as "**Cobham**".

Hereinafter individually referred to as "Disclosing Party", or the "Receiving Party", or "Party", or collectively as "Parties".

ARTICLE 1 – PURPOSE OF THE AGREEMENT

(1) The purpose of this Non-Disclosure Agreement (hereinafter referred to as the «Agreement») is to define the terms and conditions governing the exchange of Confidential Information between Airbus Helicopters and Cobham regarding the discussions on any subjects concerning the transceiver RT-7000 (the «Purpose») and to determine the rules related to the use and protection thereof.

(2) Under this Agreement, each Disclosing Party may disclose to the Receiving Party Confidential Information and the Receiving Party undertakes to use such Confidential Information solely for the Purpose of the Agreement.

(3) No provision of this Agreement shall be construed as creating an obligation for either Party to disclose information to the other Party or to enter into further agreements with the other Party.

(4) The Disclosing Party makes no representation or warranties as to the fitness for any purpose whatsoever of the Confidential Information disclosed. Notwithstanding the above, the Disclosing Party guarantees the completeness and accuracy of the Confidential Information disclosed.

ARTICLE 2 – CONFIDENTIALITY OF INFORMATION

The Parties agree that any and all information disclosed by either Party (the «Disclosing Party») to the other (the «Receiving Party») shall be deemed confidential (hereinafter referred to as «Confidential Information») whatever the subject (technical, industrial, financial, commercial...), the nature (know-how, methods, processes, technical or installation details....), the form (written or printed documents, CD Rom, computer diskettes, samples, drawings....) and the mode of transmission (written, oral, computer, including networks and/or electronic mail), provided that :

- If transmitted in written or other tangible form, is designated as «Confidential Information» of the Disclosing Party by affixing a stamp indicating " Name of the company Confidential or «Names of the companies Confidential» if the information is disclosed by more than one Party or any other similar legend.
- If orally disclosed, the Receiving Party is told at the time of such disclosure of the confidential nature of the information, and same is recorded as such in the minutes of the meeting during which such information was disclosed, or should no minutes be done, said information and its confidential nature are confirmed in writing within thirty (30) days of such disclosure (during which period such information shall be treated as «Confidential Information» pursuant to this Agreement).

ARTICLE 3 – OBLIGATIONS OF THE PARTIES

Subject to ARTICLE 4 – LIMITS TO OBLIGATIONS OF THE PARTIES, each Party hereby undertakes, for the duration of this Agreement and until the Receiving party shall have returned or certified destruction of all of the Disclosing party's Confidential Information disclosed hereunder, that Confidential Information:

- a) Shall be protected and kept strictly confidential and shall be treated with the same degree of care and protection as it uses to treat its own Confidential Information, but in no instance shall such standard be less than reasonable care.
- b) Shall be disclosed only to those of its employees, parent, associated, affiliated and subsidiary companies, its or their professional advisers or to, individual third party contractors acting on its or their behalf having a need to know such Confidential Information and duly informed of the strictly confidential nature of such Information, and shall be used subject to the provisions hereof. Each Party declares it has taken or agrees to take any necessary measures with its employees, parent, associated, affiliated and subsidiary companies, its or their professional advisers or to, individual third party contractors acting on its or their behalf so that they may comply with the undertakings under this Agreement.
- c) Shall not be used, in whole or in part, for any other purpose than the Purpose specified in this Agreement, without the prior written consent of the Disclosing Party.
- d) Shall not be disclosed nor likely to be disclosed either directly or indirectly to any third party including subcontractors or any other persons than those mentioned in b) above , without the prior written authorization of the Disclosing Party, and provided that such third party undertakes in writing to comply with the same confidentiality obligations as provided herein.
- e) Shall not be copied, nor reproduced, not duplicated in whole or in part without the prior written consent of the Disclosing Party.

ARTICLE 4 – LIMITS TO OBLIGATIONS OF THE PARTIES

(1) "Confidential Information" shall not include such information which the Receiving Party can prove:

- a) Was in the public domain prior to or after disclosure but through no fault of the Receiving Party, or
- b) Was already known by the Receiving Party, as evidenced by the Receiving Party's written records, or

- c) Was lawfully received from a third party without fault of the Receiving Party and without restriction or breach of this Agreement, or
- d) Was (only to the extent required) to be disclosed by reason of a governmental, legal or judicial order (in such a case, the Disclosing Party shall be informed forthwith prior to such disclosure and the Receiving Party shall cooperate with all reasonable requests made for the purpose of contesting or minimizing such disclosure), or
- e) Was used or disclosed with the prior written authorization of the Disclosing Party,
- f) Was independently developed in good faith by employees of the Receiving Party who did not have access to the Confidential Information.

(2) Subject to prior written agreement by the Disclosing Party, the Receiving Party shall have the right to disclose Confidential Information to any other third party that needs to know such information for the Purpose of the Agreement.

ARTICLE 5 – PRIMARY POINTS OF CONTACT

The Parties appoint the following representatives as the primary point of contact which has the authority to disclose and receive Confidential Information on behalf of the respective Parties.

- For Airbus Helicopters
Martin Gohr; Michael Niddam; Peter Roets; Ron Bracy; Nourihan Abou-Tria
- For Cobham
Mickeal Daw; John Filmonchik

Each Party may replace its primary points of contact and designate other individuals within its own company, who will then be alone entitled to receive Confidential Information under this Agreement. Such replacement and new designations by one of the Parties shall be notified in writing to the other Party.

The primary points of contact listed above shall be entitled to transmit the Confidential Information received from the Disclosing Party in accordance with the provisions of the Article 3 of this Agreement.

ARTICLE 6 – INTELLECTUAL PROPERTY

(1) Transmission by one Party to the other Party of Confidential Information under this Agreement shall not be construed as expressly or impliedly granting the Receiving Party any Intellectual Property right (under any license or any other means) in respect of any items such as, without limitation, drawings and models, inventions, patents, trademarks, software or ideas in relation to such Confidential Information.

(2) The Parties undertake to comply with the notice of reservation of intellectual property and confidentiality indicated on the Confidential Information, if any.

ARTICLE 7 – PROPERTY OF CONFIDENTIAL INFORMATION

(1) Any and all Confidential Information transmitted by one Party to the other Party under this Agreement, as also any copies, reproductions or duplications duly authorized and made for the sole purposes of the achievement of the Purpose, and all rights related thereto shall remain in any case the property of the Disclosing Party, subject to third parties' rights.

(2) The Receiving Party shall promptly cease to use the Confidential Information and all copies thereof upon the written request of the Disclosing Party or upon termination of this Agreement, and shall return (or destroy, as instructed by the Disclosing Party) such Confidential Information to the Disclosing Party.

ARTICLE 8 – PROTECTED OR CLASSIFIED CONFIDENTIAL INFORMATION

. Any and all Confidential Information subject of a government security classification, shall not be disclosed under this Agreement.

ARTICLE 9 – EXPORT

Confidential Information to which the Receiving Party may be given access under this Agreement may be subject to export control laws and regulations and the Receiving Party agrees to observe and comply with all requirements of such laws and regulations applicable to such Confidential Information. The Disclosing Party undertakes to notify the Receiving Party if and how the information is classified / listed under the applicable export regulations and that the Disclosing Party shall mark the relevant information accordingly.

ARTICLE 10 – RIGHT TO DISCLOSE

Each Party warrants that it has the right to disclose to the other all Confidential Information disclosed pursuant to this Agreement.

ARTICLE 11 – CONFIDENTIALITY OF THE AGREEMENT

(1) The terms of this Agreement shall be kept confidential by the Parties and shall not be disclosed by either Party without the written prior consent of the other Party.

(2) The Parties also agree that the existence of discussions relative to the Purpose shall be regarded as Confidential Information and no disclosure concerning such discussions or the Purpose shall be made except with the prior written consent of the Parties.

ARTICLE 12 – EFFECTIVE DATE

This Agreement shall become effective as of its last date of signature by both Parties and shall remain in full force and effect for a period five (5) years from its entry into force.

ARTICLE 13 – TERMINATION AND SURVIVAL

This Agreement may be terminated at any time by either Party by giving the other Party sixty (60) days prior written notice.

Termination or expiration of this Agreement shall not relieve the Receiving Party of its obligation to comply with the provisions of the Agreement relating especially to the use, protection and return of the Confidential Information received prior to the date of termination or the date of expiration.

ARTICLE 14 – ASSIGNMENT

Neither Party shall assign or transfer all or part of its rights and obligations under this Agreement to any third party, without the prior written consent of the other Party.

ARTICLE 15 - MISCELLANEOUS

(1) Each Party shall perform its respective obligations under this Agreement without charge to the other Party.

(2) Non-exercise, failure to exercise or delay in exercising any right, power or remedy vested in either Party under or pursuant to this Agreement shall not constitute a waiver by either Party of that or any other right, power or remedy.

(3) This Agreement is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other Party without the separate prior written consent of this other Party.

(4) This Agreement shall not be amended except by a specific agreement in writing signed by duly authorised representatives of the Parties. The written form includes any changes, amendments and waivers of this clause as well.

(5) This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous declarations, negotiations, commitments, communications, approvals, agreements and confidentiality agreements, either oral or written, between the Parties in respect thereto.

(6) This Agreement shall be executed by all Parties with a written copy for each Party.

ARTICLE 16- APPLICABLE LAW

This Agreement shall be governed by and construed and shall take effect in accordance with the laws of Texas, USA, excluding its provisions on conflicts of laws.

ARTICLE 17 – LITIGATION

(1) If a Dispute is not resolved within thirty days of it arising, either Party shall be entitled to refer to and finally resolve such Dispute by arbitration under the International Chamber of Commerce (ICC) Arbitration Rules (for the purpose of this clause, the Rules). The Rules are incorporated by reference into this clause and capitalized terms used in this clause which are not otherwise defined in this Agreement have the meaning given to them in the Rules. The number of arbitrators shall be three. The Parties shall each nominate one arbitrator for appointment by the ICC Court. The two arbitrators nominated by the Parties shall jointly nominate the Chairman for appointment by the ICC Court. The seat, or legal place of arbitration, shall be New York. The language used in the arbitral proceedings shall be English. This clause 17 will not prevent a Party (the “affected Party”) from pursuing in an applicable court: (A) injunctive relief in the case of any breach or threatened breach by the other Party of any obligation of confidentiality or any infringement by the other Party of the affected Party’s Intellectual Property Rights; or (B) commencing any proceedings where it is reasonably necessary to avoid any loss of a claim due to the rules on limitation of actions.(2)

(2)

(3) The place of arbitration shall be New York, New York, USA.

(3) Notwithstanding the above, each Party may be entitled to injunctive relief as may be deemed proper by a court of competent jurisdiction.

Made in Dallas, in two (2) original copies.

For Airbus Helicopters

Name:

Title:

Signature:

Date :

For Airbus Helicopters Deutschland GmbH

Name:

Title:

Signature:

Date :

For Airbus Helicopters Inc

Name: Martin Gohr

Title: Sr. Director, Purchasing

Signature: 

Date : 8 December 2015

For Cobham

Name: Miceal Daw

Title: Account Manager

Signature: 

Date : December 07, 2015