

THIS NON-DISCLOSURE AGREEMENT, HEREINAFTER "THE AGREEMENT," IS MADE BY AND BETWEEN WEARENOTACOMPANY GROUP, A SPANISH GROUP WITH PRINCIPAL PLACE OF BUSINESS IN MADRID, SPAIN, AND \_\_\_\_\_, A \_\_\_\_\_ CITIZEN WITH PRINCIPAL PLACE OF BUSINESS IN \_\_\_\_\_.

The purpose of this agreement is to provide the terms and conditions under which the parties hereto, personally, by any individual, or to through any corporation or entity that any party represents, or any agent of a party to this agreement, shall observe in the business development efforts related the following business purpose.

BUSINESS PURPOSE: EXPLORE THE VIABILITY OF BUSINESS OPPORTUNITIES AND ENTERING INTO BUSINESS TRANSACTIONS.

Given the nature and purpose of this Agreement, and considering that the parties intend to interchange information during an initial dialogue, and that some information has been already interchanged between the parties in their initial approach leading to this agreement, it is necessary to memorialize that all information exchanged in any preliminary discussion between the parties, and all future confidential information shared, shall be deemed confidential under the parameters set forth in this Agreement under the following considerations and clauses:

#### CONSIDERATIONS

1.- WEARENOTACOMPANY GROUP states that:

1.1 He is a Spanish Group, with home address at Madrid, Spain, and he is in good mental health to celebrate this Agreement.

1.2 That his address for all legal and business purposes is Madrid, Spain.

2.- \_\_\_\_\_ states that:

2.1 He is a \_\_\_\_\_ citizen, with home address at \_\_\_\_\_, and he is in good mental health to celebrate this Agreement.

VALID 2017

2.3 That his address for all legal and business purposes is \_\_\_\_\_.

3. For purposes of this agreement:

- The Providing Party is that which provides information identified, orally or in writing, as confidential and/or proprietary, and therefore is subject to the restrictions contained in this agreement.
- Receiving Party is that who is entrusted with the confidential information and is expected to comply with the conditions of this agreement.
  
- Confidential information is all that sensitive information determined as such, either verbally or in writing, by the providing party, as described in this Agreement's First and Second Clause below, which shall be safeguarded by the receiving party under the conditions and restrictions established in this Agreement.
  
- Proprietary information: Is all that information in which the providing party has a clear and stated commercial interest, as further described in this Agreement's Third Clause below, which the providing party has obtained during the course of its commercial activities, represents value, and is subject to the party's domain and control and therefore is subject to this Agreement's terms and conditions.

Based on the aforementioned considerations the parties state that this agreement is governed by the following clauses:

#### CLAUSES

FIRST. PURPOSE. The purpose of this agreement is to bind the parties to not share any confidential information provided by either party, forbidding unauthorized use of any information identified as confidential or proprietary in any manner not previously authorized by the providing party, and agreeing to not share confidential information with third parties, without previous authorization of the providing party. Confidential Information shall be understood as that which has been identified as such by the providing party, and shall include but it is not limited to: documents, products, manuals, formulas, electronic files, commercial secrets, processes that could exist or have been implemented, plans, strategies, creations, any information pertaining to products, developments, equipment, inventions, discoveries, investigations, sale procedures, price manipulations, computer programs, business plans, and points of contact, or names and contacts for the development of a business deals.

SECOND. CONFIDENTIALITY. The parties agree that any information exchanged, facilitated or created as a result of their business relationship memorialized in this agreement, shall remain confidential for as long as this agreement remains in place and for the period of remainder contractual obligations upon termination as stated in Clause Seventh below. Further more confidential information includes, but is not limited to: (a) Such that because of the virtue of its

nature, as a whole, or because of its components or structure is not generally known by experts in its corresponding fields, (b) That which is not of easy to access, (c) information that is not subject to reasonable protection measures to maintain its condition of confidential, (d) GROUP names, business strategies, business details, and business opportunities put in knowledge by the sharing party and which the sharing party considers confidential. The parties are bound to maintain strict confidentiality of the information shared before and after the date of signature of this Agreement with respect to all the information deemed confidential by the providing party, and which purpose is exploring possible business opportunities in the areas of defense and aerospace.

THIRD. PROPRIETARY INFORMATION. The parties agree that neither party shall enter into direct contact with a company or individual which has been, previously or after this Agreement, identified, orally or in writing, as a proprietary contact for purposes of a specific business venture, without previous authorization from the party claiming a proprietary interest over said contact or corporation within the context of that specific business venture. The parties further agree that said unauthorized contact with the proprietary individual or corporation shall be considered a breach of contract, and therefore the breaching party shall pay monetary damages to the affected party, in the amount equal to any profit obtained by the breaching party from the business venture identified and claimed as proprietary by the damaged party.

FOURTH. EXCEPTIONS. Confidential information does not include information that: (a) is of public knowledge because of any reason different than its dissemination by the receiving party to the public or third parties thereby breaching this Agreement, (b) has been facilitated to the receiving party by a source different than the providing party, unless such party has any affiliation with the providing party with a non-disclosure agreement that forbids the sharing of that information, (c) has legitimately, and previously been in possession of such information since before the providing party shared the confidential information, (d) has been obtained by the sole due diligence of the receiving party independently and without relying on the confidential information provided by the providing party, (e) in the event that the receiving party is required to reveal confidential information by an a government entity such as judicial, executive, or executive branch entity, such information could not be revealed without previous written authorization form the providing party, who needs to be informed in writing of such government request by a government party to share confidential information.

FIFTH. POINTS OF CONTACT. The parties agree that, unless as authorized by either party, the only individuals exclusively authorized to contact or interchange information proprietary and confidential to the divulging party, and authorized to the exchange of routinely exchange information for the development of business opportunities related to initiatives proposed by \_\_\_\_\_ and \_\_\_\_\_ are the following:

For WEARENOTACOMPANY:  
Name:  
Capacity:  
GROUP:  
Address:  
Email:  
Phone in \_\_\_\_\_:

For \_\_\_\_\_:  
Name:  
Capacity:  
GROUP:  
Address:  
Email:  
Phone in \_\_\_\_\_:

The parties shall be allowed to modified and designate a new point of contact by means of a written notification to the other party advising of such change.

SIXTH. OBLIGATIONS. At the contract's end the parties are bound to return, upon request by either party, all copies or material means of any nature that contains or may contain confidential information. In case there is any doubt that the information has been deemed confidential or not, such information should be considered confidential, and thus shall be subject to the terms provided in this Agreement.

SEVENTH. EXPIRATION. This Agreement shall be enforceable since the date of its signature, and shall remain valid unless a party expresses otherwise expressly and in writing, clearly stating its intention to terminate such agreement. Such written request for termination shall be made by the requesting party at least 60 days before the date in which the party wishes to terminate the Agreement, otherwise the agreement shall remain in place for 60 day from the date of cancelation. Furthermore the confidentiality restrictions provided by this agreement shall remain in place and shall be executable for a period of one (2) years after the termination of this Agreement.

EIGHTH. WORKING RELATIONSHIP. The parties agree that this agreement does not translate into an employment relationship, neither it provides for any kind of employer employee relationship, given that the present agreement only provides for the confidentiality of the information shared.

The legal representatives, and the individual party to this agreement sign and agree to the aforementioned conditions on this 20<sup>th</sup> day of January of 2017.

Printed Name:

Printed Name:

SIGNATURE:

SIGNATURE:

VALID 2017