

Agreement, Receiving Party's obligations of confidentiality and non-use regarding the Proprietary Information set forth in this Agreement shall continue indefinitely or until such time as all Proprietary Information of Disclosing Party becomes publicly known and made generally available through no action or inaction of Receiving Party.

Upon the expiration or termination of this Agreement or upon the written request of Disclosing Party at any time, Receiving Party shall cease to use the Proprietary Information of the other Party and shall, at Disclosing Party's discretion, either (a) promptly return to the Disclosing Party all Proprietary Information furnished by the Disclosing Party, or (b) destroy all Proprietary Information and certify the destruction of all Proprietary Information in a writing signed by an authorized officer of Receiving Party. Notwithstanding the other provisions of this paragraph, each Party may make or retain one copy of such Proprietary Information, but only as an archival copy of evidentiary purposes in the event of a legal dispute.

5. COMPELLED DISCLOSURE

Receiving Party may disclose received Proprietary Information in response to a subpoena or court order duly issued in a judicial or legislative process, provided Receiving Party (a) promptly notifies Disclosing Party of such order, and (b) cooperates, at Disclosing Party's expense, with Disclosing Party's efforts to contest or narrow the scope of such order.

6. NOTICES

The exclusive points of contact with respect to the transmission and control of the Proprietary Information disclosed hereunder are designated by the Parties as follows:

| | |
|---------------------------------|------------------------------------|
| Leach International Corporation | COMPANY |
| 6900 Orangethorpe Avenue | Street: |
| Buena Park, CA 90620 | City, State/Prov, Zip/Postal Code: |
| Attn: | Attn: |
| Email: | Email: |

Each Party may change its designee by written notice to the other Party.

7. NO LICENSE

Proprietary Information shall remain the property of Disclosing Party. Neither this Agreement nor the disclosure of Proprietary Information hereunder shall be construed as granting any license under any patent, patent application or copyright, or any right of ownership.

8. INDEPENDENT CONTRACTORS

Each Party shall bear its own costs incurred in connection with this Agreement. Nothing in this Agreement shall be construed as an obligation by any Party to enter into a contract, subcontract, or other business relationship with the other Party in connection with the Purpose, nor shall this Agreement be construed as a Teaming, Joint Venture or other arrangement.

9. EXPORT CONTROL

The Parties agree that the Proprietary Information exchanged under this Agreement may be subject to the provisions of the U.S. International Traffic Arms Regulations (ITAR) 22 CFR 120-130 and require the Parties to register with the U.S. Department of State, Directorate Defense Trade Controls (DDTC). The Parties understand and acknowledge that these regulations impose restrictions on the import, export, disclosure and transfer to any foreign person

(whether in the United States or abroad) of technical data, defense articles or services without first complying with all relevant requirements of the ITAR.

The Parties agree to comply with applicable export control laws and regulations. The Parties acknowledge that these statutes and regulations impose restrictions on the import, export and transfer to third countries of certain categories of data, and that licenses from competent national authorities may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such Proprietary Information. The Parties further acknowledge that Proprietary Information disclosed under this Agreement shall not be assigned or otherwise transferred outside any country or jurisdiction to which the laws or regulations assert controls on economic sanctions, embargoes, anti-boycott regulations, or blocking statutes which involve legal conflicts; or to any person, country, or jurisdiction otherwise prohibited by the United States and similar laws and regulations in the European Union, that may be applicable. Receiving Party will first obtain the written consent of Disclosing Party before submitting any request for authority to export or re-export any Proprietary Information.

10. NO WARRANTY

NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

11. REMEDIES

The Parties agree that any actual or threatened breach of this Agreement may cause irreparable injury to Disclosing Party for which monetary damages alone would be inadequate, entitling Disclosing Party to seek injunctive relief or other equitable or provisional relief in any court of competent jurisdiction without the necessity of proving damages or posting any bond or other security.

12. WAIVER AND AMENDMENTS

A failure to enforce any provision of this Agreement will not constitute a waiver thereof of any provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

13. ASSIGNMENT

Each Party agrees not to sell, assign or otherwise transfer their rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

14. SEVERABILITY

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, by a court or other tribunal of competent jurisdiction then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.

15. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding its conflict of law provisions.

16. COUNTERPARTS; ELECTRONIC SIGNATURES

The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one agreement. The Parties further agree that an electronic signature shall be treated

as if it were an original signature, and neither Party shall contest the validity of this Agreement based on the use of electronic signatures.

17. ENTIRE AGREEMENT

This is the entire Agreement between the Parties concerning this disclosure of Proprietary Information, superseding all other oral or written agreements as to the disclosure and protection of Proprietary Information in connection with the Purpose. No amendment will be effective unless it is in writing and signed by the Parties.

LEACH INTERNATIONAL CORPORATION

By _____

By _____

Name:

Name:

Title:

Title:

Date:

Date: