

PROPRIETARY INFORMATION AGREEMENT

This PROPRIETARY INFORMATION AGREEMENT ("Agreement"), entered into as of the last date of execution written below ("Effective Date"), is between Leach International Corporation, a Delaware corporation, with offices at 6900 Orangethorpe Ave., Buena Park, California, 90620 ("Leach"), and _____, a corporation, with offices at _____ ("COMPANY"). Leach and COMPANY are each sometimes referred to as a "Party," "Disclosing Party," "Receiving Party," and collectively as the "Parties."

The Parties agree as follows:

1. PURPOSE

The Parties intend to disclose to each other certain information, some of which may be Proprietary Information, for the purpose of _____

("Purpose").

2. PROPRIETARY INFORMATION

"Proprietary Information" means any information disclosed by Disclosing Party to Receiving Party under this Agreement in written or other tangible form and identified as "Proprietary" or "Confidential" using appropriate legends, stamps, or other conspicuous written identification. Information other than in written or other tangible form, including oral, visual and any other non-tangible forms when disclosed, shall be considered Proprietary Information, provided it is identified as Proprietary Information at the time of disclosure, or if inadvertently disclosed, as soon as reasonably possible after discovery by Disclosing Party of inadvertent disclosure, and it is subsequently confirmed as Proprietary Information in a written communication to Receiving Party within 30 business days of the original disclosure.

Receiving Party shall not be liable for use or disclosure of any Proprietary Information provided by Disclosing Party if that information:

- a) is or becomes part of the public domain without breach of this Agreement by Receiving Party; or
- b) is known to Receiving Party without restrictions as to further disclosure or use at the time it was received, as can be shown by written evidence; or
- c) is independently developed by Receiving Party by persons having no access to Disclosing Party's Proprietary Information, as evidenced by written records at time of disclosure; or
- d) is later obtained by Receiving Party in writing and without any restrictions on further disclosure or use from a non-Party that was legally entitled to disclose same.

3. USE AND NON-DISCLOSURE

Unless the Receiving Party has received Disclosing Party's express written consent to the contrary, Receiving Party shall: (a) use any received Proprietary Information solely for the Purpose, and not for any other purpose; (b) preserve in confidence any Proprietary Information received under the terms of this Agreement and not disclose it to any third parties, either before or after expiration or termination of this Agreement; (c) restrict disclosure of such Proprietary Information to only those of its employees, representatives, legal counsel and consultants who have a need-to-know, under terms and conditions at least as restrictive as the terms and conditions in this Agreement; and (d) not reverse engineer, disassemble or decompile the Proprietary Information.

4. TERM AND TERMINATION

This Agreement shall expire five years from the Effective Date. Either Party may terminate this Agreement by providing 30 days' written notice to the other Party. Notwithstanding the expiration or termination of this

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: