



PD AEROSPACE

MUTUAL NON-DISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the last signed date by and between Adams County, Colorado, Colorado Air and Space Port ("Adams County") a political subdivision of the State of Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 USA, and PD AeroSpace, LTD, located at 3519 Arimatsu Midori Nagoya Aichi, 458-0924 Japan ("PDAS").

WITNESSETH

WHEREAS, the parties hereto possess certain valuable and proprietary business, technical and financial information and documentation relating to their respective current and future clients and businesses that are not generally available to the public, and which the parties desire to protect against disclosure or competitive use; and

WHEREAS, the parties hereto also possess certain business relationships and valuable and proprietary information with respect to various business and real estate development and/or funding opportunities and which the parties desire to protect against disclosure or competitive use; and

WHEREAS, the parties hereto desire to exchange "Confidential Information", as that term is defined below, for the purpose of discussing and exploring mutual cooperation and ventures and a physical presence by PDAS at Colorado Air and Space Port, which is owned and operated by Adams County, for the purpose of commercial space operations(the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The recitals hereinabove set forth are acknowledged by the parties to be true and correct and are incorporated herein by reference.



2. Definition of Confidential Information.

(a) “Confidential Information” shall mean all information (in written, oral or electronic form) that is disclosed between the parties and that is conspicuously marked by the disclosing party (the “Disclosing Party”) as being confidential, or should have been reasonably understood by the receiving party (the “Receiving Party”) to be confidential. In case of oral disclosure, Disclosing party shall state that such disclosed information is Confidential Information, and then submit summary of the Confidential Information with date of disclosure within 10 days thereafter. Also, if either party has any information that is desired to be protected from previous disclosure, within one month after execution of this Agreement, such party is permitted to submit copies of information to the other party, then such information is treated as Confidential Information.

(b) Confidential Information shall include, without limitation, business, financial, accounting, and marketing information, business contacts, any information furnished with respect to the Business Opportunities, analyses, forecasts, predictions or projections, as well as technical information, software, demonstration programs, routines, algorithms, computer systems, techniques, documentation, designs, procedures, formulas, inventions, improvements, concepts, records, files, memoranda, reports, drawings, plans, price lists, customer lists or other account information, trade secrets, know how, and/or other intellectual property.

(c) Confidential Information shall not include information that: (a) is or becomes public domain through no action on the part of the Receiving Party; (b) is lawfully obtained from any source other than the Disclosing Party, without an obligation to keep it confidential; (c) is previously known to the Receiving Party without an obligation to keep it confidential, as can be substantiated by written records, this may be considered confidential from the date of this NDA forward if it is specifically designated as such; (d) is expressly released in writing from the obligations of confidentiality imposed by this Agreement by the Disclosing Party; (e) is required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, that the Receiving Party shall first have given prior written notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information not be disclosed; and further provided that the Receiving Party shall use reasonable efforts to minimize such disclosure and to obtain an assurance that the recipient shall accord confidential treatment to the Confidential Information; or (f) is independently developed by the Receiving Party without the use of the Confidential Information. Any party asserting that information is not Confidential Information by virtue of any of (a) through (f) hereof shall have the burden of proof on such issue.



3. Review of Confidential Information. The parties shall provide the Confidential Information to each other at such time and in such manner as may be mutually determined by the parties. Confidential Information shall only be provided by the Disclosing Party to the employees and representatives of the Receiving party as specified by the Receiving Party.

4. Disclosure of Confidential Information. In consideration of the disclosure of Confidential Information by the Disclosing Party, the Receiving Party shall:

(a) use the Confidential Information received solely in connection with and for the furtherance of the Project, and not for any other purpose whatsoever without the prior express written consent of the Disclosing Party, and shall limit access to such Confidential Information solely to its employees, attorneys, consultants, accountants, bankers and other agents with a need to know for such purpose, and shall advise such employees, attorneys, consultants, accountants, bankers and other agents of their confidentiality obligations hereunder; and

(b) take strict precautions to maintain the confidentiality of the Confidential Information received, and shall take appropriate action, by instruction, agreement or otherwise with any person permitted access to the Confidential Information received, to ensure that the Receiving Party will be able to satisfy its obligations under this Agreement; and

(c) refrain from copying or disclosing the Confidential Information received, except as expressly permitted in this Agreement; and

(d) within ten (10) days of a written request by the Disclosing Party, promptly destroy and certify to the Disclosing Party as destroyed, or return any and all copies on any media containing, such Confidential Information.

(e) The parties understand and agree that Adams County is a public entity subject to the provisions of the Colorado Open Records Act ("CORA"). In the event of a conflict between the terms of this Agreement and CORA, Adams County shall follow the provisions of CORA. Adams County shall give PDAS notice of any CORA request or court action seeking PDAS' confidential information.

5. Remedies. Unauthorized disclosure, use or exploitation of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by damages. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall



be entitled to a preliminary injunction and a temporary restraining order restraining the Receiving Party from using, disclosing or exploiting the Confidential Information or such other equitable relief as may be necessary to protect the interests of the Disclosing Party. Such remedy shall be additional to and not a limitation upon any other remedy which may otherwise be legally available to the Disclosing Party, including but not limited to a remedy for actual damages occasioned by the breach of the terms of this Agreement (which damages shall include lost service fee, costs, expenses and reasonable attorneys' fees). However, such damages shall be limited to direct and damages, and shall not include any indirect and consequential damages.

6. Relationship of Parties. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed, or under any trademark, patent, trade secret, copyright, or any other intellectual property right of either party or their affiliates. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the parties' meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the parties relating to the same subject matter, including the exchange of Confidential Information, shall not: (a) constitute an offer, request, or contract with the other parties to engage in any research, development or other work; (b) constitute an offer, request or contract involving a buyer seller relationship, venture, teaming or partnership relationship between the parties; or (c) impair or restrict any party's right to make, procure or market any products or services, now or in the future, which may be similar to or competitive with those offered by the other parties, or which are the subject matter of this Agreement, so long as that party's obligations of confidentiality and non-circumvention under this Agreement are not breached.

7. Costs. The parties expressly agree that any money, expenses or losses expended or incurred by each party in preparation of this Agreement shall be at each party's sole cost and expense.

8. Disclaimer. The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information, and expressly disclaims any and all responsibility and liability for all conclusions derived from the Confidential Information of the Disclosing Party.



9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations regarding the subject matter hereof. No amendment, modification or waiver of any paragraphs or provisions of this Agreement shall be valid unless undertaken in conformity with this Agreement and unless in writing and signed by all parties hereto.

10. Attorneys' Fees. In the event of a dispute with reference to this Agreement, the prevailing party shall be entitled to attorneys' fees and costs incurred in resolving such dispute at all levels, including appeals.

11. Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Colorado, United States of America, without regard to principles of conflict of law and irrespective of the fact that one or more parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country.

12. Venue/Jurisdiction. In the event of the institution of any such action, suit or proceeding, each of the parties hereto hereby consents to the exclusive jurisdiction and venue of the courts of Adams County, Colorado, or the Federal District Court for the District of Colorado with respect to any matter relating to this Agreement and the performance of the parties' obligations hereunder and each of the parties hereto hereby further consents to the personal jurisdiction of such courts. Any action, suit or proceeding brought by or on behalf of any of the parties hereto relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts. The parties hereby agree that service of process may be made in any manner permitted by the rules of such courts and the laws of the State of Colorado. Each party further agrees that the exclusive choice of forum set forth in this paragraph does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

13. No Implied Waivers. The failure of any party to require the performance by any other party to any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver of any party of a breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

14. Authorization. The parties signing this Agreement represent that they have the full authority to do so.



15. Binding Effect. This Agreement, and any amendments hereto made in accordance herewith, shall be binding upon the parties hereto, their legal representatives, assignees and creditors and all other persons with notice or knowledge of this Agreement, whether such notice is constructive or actual.

16. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original instrument, but all such counterparts together will constitute but one and the same agreement.

17. Severability. If any paragraph or provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions hereof, all of which paragraphs and provisions and portions thereof are hereby declared severable.

18. Electronic Means of Execution. Electronic means of signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such electronic means of signatures were an original execution, and this Agreement shall be deemed as executed when an executed hereof is electronically transmitted by a party to any other party.

19. Termination Date. This Agreement and any amendments hereto, shall terminate 5 years after effective date unless agreed otherwise to in writing by the parties. At termination of this Agreement, parties' obligation of nondisclosure remains under effect for 3 years from the Termination Date.

20. The parties hereto, intending to be legally bound, have executed this Agreement as of the day and year first hereinabove written.

PD AEROSPACE, LTD

ADAMS COUNTY, COLORADO

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address 1: 3119 Arimatsu, Midori, Nagoya

Address 1: 4430 S. Adams County Parkway

Address 2: Aichi Prefecture, 458-0924 Japan

Address 2: Brighton, CO 80601

Date: _____

Date: _____