



B R E E Z E • E A S T E R N

Be Ready. Be Sure.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is entered into on _____, 20__, between BREEZE-EASTERN LLC, a Delaware limited liability company having offices at 35 Melanie Lane, Whippany, NJ 07981 USA (“Company”), and _____, a _____ (“Supplier”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. “Confidential Information” means confidential and proprietary information (regardless of whether such information is in written, oral, visual or electronic form) (a) that consists of Trade Secrets (as hereinafter defined), discoveries, technical, engineering, financial, pricing and/or other business data and documentation, sales information, inventions, know-how, manufacturing techniques and specifications, process technologies, business plans, all disclosed by the disclosing party in furtherance of the Purpose set forth in Section 2; (b) regarding the current and/or prospective business of the disclosing party; or (c) that is marked as confidential, proprietary or privileged by the disclosing party. “Trade Secrets” means any business or technical information (including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process) that derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or through reverse engineering by persons who can obtain economic value from its disclosure or use, and that is the subject of efforts reasonable under the circumstances to maintain the secrecy thereof. The existence of a Trade Secret will not be negated merely because the information comprising the Trade Secret has also been developed and used by or owned independently by more than one person, or has been licensed to any other persons.

2. Use of Confidential Information. The receiving party is entitled to use the Confidential Information of the disclosing party solely for the purpose of assessing Supplier potentially quoting and manufacturing products for Company. Confidential Information received from the disclosing party as a result of this Agreement shall not be used directly or indirectly to compete with the disclosing party or to in any manner obtain a competitive advantage over the disclosing party. No public announcement or disclosure of the purpose set forth in this Agreement is to be made by either party unless such announcement has been approved by both parties.

3. Duties with respect to Confidential Information.

3.1. The receiving party shall exercise the same degree of care and protection with respect to the Confidential Information of the disclosing party that it exercises to protect its own confidential information of a similar nature, but not less than a reasonable degree of care, and shall prevent disclosure of the Confidential Information to anyone except to those of its employees that have a need to know such information solely in connection with the Purpose and who shall be required to observe the restrictions set forth in this Agreement. The receiving party shall not disclose, disseminate, discuss or communicate any Confidential Information to any third party. Confidential Information shall be used by the receiving party

only for the Purpose. The receiving party shall report immediately to the disclosing party any unauthorized use or disclosure of Confidential Information.

3.2. Supplier shall promptly disclose to Company any Confidential Information developed, discovered or invented by Supplier in connection with the design, manufacture and supply of products to Company. Furthermore, at Company's request, Supplier will promptly deliver to Company all Confidential Information and all documents and materials (whether in written, graphic or machine readable form and all copies thereof) that were made or compiled by Supplier during the course of Supplier's relationship with Company. Supplier acknowledges that all such Confidential Information, and any improvements or derivations of any intellectual property used in the course of such relationship, is and shall continue to be Company's exclusive proprietary property, whether or not prepared in whole or in part by Supplier and whether or not disclosed to or entrusted to Supplier's custody. Confidential Information created by Supplier will be considered a work for hire in which the ownership of all right, title and interest vests in Company. To the extent Confidential Information created by Supplier is not considered a work for hire, Supplier hereby assigns, and upon creation thereof does hereby assign, to Company all right, title and interest in and to such Confidential Information, including any patent, copyright, trademark or trade secret rights therein.

3.3. Any processes, tooling and or equipment owned by Company and used by Supplier are to be used exclusively by Supplier in the production of products for or on behalf of Company. Supplier acknowledges that the useful economic life of any such product is at least 30 years. Supplier will not at any time, directly or indirectly, manufacture, sell, distribute, repair or overhaul any products or components thereof using any Confidential Information and during the term of this Agreement and for a period of 30 years thereafter, will not, directly or indirectly, manufacture, sell, distribute, repair or overhaul any products or components the same or identical to the products or components manufactured by Supplier for or on behalf of Company (or any other product or components thereof that is sold in competition to any such products or components manufactured by Supplier for or on behalf of Company) to or for any third party without Company's prior written approval.

4. Exceptions to Confidentiality. The obligation of confidentiality set forth herein will not apply to any information that: (a) is at the time of disclosure to the receiving party, generally available to the public or thereafter becomes generally available to the public through no act, omission or fault of the receiving party; (b) is known by the receiving party at the time of receipt from the disclosing party as evidenced by the receiving party's documentation and not subject to an existing agreement of confidentiality; (c) was independently developed by the receiving party as evidenced by its records without use of the Confidential Information; or (d) is lawfully received without restriction from a third party who is not bound by any obligation of confidentiality. If the receiving party is required to disclose Confidential Information by final order of a court of competent jurisdiction or law, regulation or rule of a self-regulatory body, the receiving party may do so; provided, however, that prior to such disclosure by the receiving party, the receiving party shall provide written notice of such order or requirement to the disclosing party and allow the disclosing party a reasonable opportunity to secure confidential treatment of any information by such court or appropriate government agency, if applicable, and the receiving party shall cooperate with the disclosing party in such effort.

5. Absence of License or Other Agreement. All Confidential Information shall remain the sole and exclusive property of the disclosing party. Nothing in this Agreement shall require the disclosing party to release or disclose any particular information to the receiving party. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" BY COMPANY AND COMPANY MAKES NO REPRESENTATION OR WARRANTIES, WHETHER EXPRESS OR IMPLIED IN REGARD TO, AND DOES NOT ASSUME ANY LIABILITY FOR, THE ACCURACY, COMPLETENESS OR

UTILITY OF THE CONFIDENTIAL INFORMATION OR FOR THE CONSEQUENCES ARISING OUT OF THE USE THEREOF BY SUPPLIER.

6. Breach. The receiving party acknowledges and agrees that the disclosing party's remedy at law for any breach of this Agreement would be inadequate and that in the event of any actual or threatened breach by the receiving party of any of its obligations imposed by this Agreement, the disclosing party shall have the right to a temporary restraining order and preliminary and permanent injunctive relief to prevent or minimize such breach. The receiving party hereby waives, to the extent permitted by law, the requirement that the disclosing party post bond prior to entry of an injunction and also waives in such injunction proceeding the defense that the disclosing party has an adequate remedy at law.

7. Term; Return of Confidential Information.

7.1. Unless terminated earlier by the parties' mutual agreement or terminated by the disclosing party in the event of breach by the receiving party, the term of this Agreement shall continue until the completion of the Purpose. All Confidential Information shall remain subject to the obligations to maintain the confidentiality thereof indefinitely following termination of this Agreement.

7.2. The receiving party agrees to immediately return and to deliver all originals and copies of any Confidential Information in its possession or subject to its control to the disclosing party upon the earlier of termination or expiration of this Agreement or completion of or termination of the Purpose.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the law in the State of New Jersey, USA, without regard to conflicts of law principles. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement be brought exclusively in the State or Federal Courts situated in Morris County, New Jersey, the parties consent to the jurisdiction of any such court, and the parties irrevocably waive any objection to the laying of venue of any such suit, action or proceeding in any such court or that any such court is an inconvenient forum.

9. Regulatory Compliance; Export Control. The receiving party understands and agrees that the information disclosed, made available, or provided herein is confidential and proprietary and may also be controlled technical data or technology under the Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), Office of Foreign Assets Control (OFAC), or subject to other laws or regulations. The receiving party shall not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any person who is not a U.S. Citizen or a lawful permanent resident of the U.S. (i.e., valid "Green Card" holder – a Visa is irrelevant for this purpose) without first having determined whether it is lawful to do so under U.S. laws including the foregoing. Further, the receiving party shall not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any non-U.S. Person without having first obtained the necessary license or approval that may be required from the U.S. Department of Commerce, Department of State or other agency, department, or office. The receiving party agrees that if a license or other approval is necessary it will promptly advise the disclosing party in writing of its determination and confirm that it has not released any controlled technical data or technology and that it is seeking a license or other approval.

10. Assignment. Neither this Agreement, nor any rights or obligations hereunder, may be assigned or delegated by either party without the other party's prior written consent. This Agreement shall benefit and be binding upon the parties hereto together with its respective employees, officers, directors, subsidiaries, divisions, and affiliates.

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11. Miscellaneous. This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all existing agreements and all other communications between them concerning such subject matter, whether written or oral. This Agreement shall not be modified except in writing signed by the parties. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement will in any way be affected thereby and the provisions will be reformed as necessary to carry out the parties' intent to the fullest extent permitted by law. No consent or waiver by the disclosing party of any breach or default in the performance by the receiving party of its obligations hereunder will be deemed to be a consent to or waiver of any other breach or default in the performance by the receiving party of the same or any other obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and date first set forth above.

Breeze-Eastern, LLC

Insert Supplier Name

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____