



*<<insert Customer logo>>*

## **NON-DISCLOSURE AGREEMENT**

**Between**

*<<insert Customer name>>*

**And**

**Aero Metals Alliance, Inc.**

This Non-Disclosure Agreement (hereinafter "NDA") is made on this <<insert date>> day of <<insert month>> <<insert year>>

Between

<<insert Customer name>>, a company incorporated under the laws of <<insert detail>>, with its registered office at <<insert address>> registered under the number <<insert number>> defined in Article 1 below (hereinafter "<<insert Customer Name>>"), represented by <<insert name>> acting in the capacity of <<insert job title>>

And

**Aero Metals Alliance, Inc.**, a company incorporated under the laws of the State of Delaware, United States of America, with its registered office at The Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, United States of America, registered under the number 5318793, acting in its own name, and for and on behalf of the AMA Companies as defined in Article 1 below (Aero Metals Alliance, Inc. and the AMA Companies jointly here in after the "Company"), represented by<<insert name of person signing on behalf of AMA>> acting in the capacity of <<insert job title>>, each a "Party" and together the "Parties" hereto.

#### **WHEREAS:**

- A. Each of the Parties wishes to disclose information to the other for the purposes of evaluating the Parties' proposals and, where applicable and subject to the agreement of trading terms, the supply of metallic materials, including but not limited to Aluminium, Steels, Titanium and special alloy materials, on either a manufacturing or service provision basis in support of various aerospace related product programmes (hereinafter the "Purpose").
- B. <<insert Customer Name>> and the Company may exchange between them and / or have access to various proprietary, confidential or sensitive commercial or technical information related to the Purpose.
- C. In order to protect any such information, the Parties have agreed to enter into this NDA. For the avoidance of doubt and in consideration of their participation in the Purpose, the AMA Companies shall not be deemed to be third parties to this NDA and any such information may freely circulate among them.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS:**

In this NDA and unless otherwise defined herein the following terms shall have the meanings set out below:

**"AMA Companies"** means those companies that comprise the Company as listed in Exhibit 1 (List of the AMA Companies that comprise the Company); The AMA Companies shall be considered parties to this NDA and each may enforce the terms of this NDA;

**"Confidential Information"** means any proprietary, confidential and / or sensitive commercial or technical information disclosed by the Disclosing Party (as defined below) to the Receiving Party (as defined below) in relation to or in any way connected with the Purpose which:

- (a) is in tangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings and other documents and items and any information, on any medium whatsoever) and marked on its face as "Proprietary" and / or "Confidential" or with some other similar marking; or
- (b) is communicated orally and is stated to be Confidential Information at the time of disclosure or within thirty (30) days thereafter; or
- (c) is used in notes, studies, analyses, compilations, summaries and other material containing or based in whole or in part on any information described in (a) or (b) above; or belongs to third parties, not bound by this NDA and the ownership of which is disclosed to the Receiving Party by the Disclosing Party;

**"Disclosing Party"** means the Party disclosing the Confidential Information hereunder;

**"<<insert Customer Name>>"** means <<insert Customer Name>> a company registered in the <<insert Country>>, having its registered office at <<insert address>>, registered at the <<insert registration body>> under number <<insert number>>;

**"Employees"** means the employees, officers and agents of the Receiving Party;

**"Receiving Party"** means the Party receiving the Confidential Information hereunder;

**2. OBLIGATIONS OF THE RECEIVING PARTY**

In consideration of its receiving the Confidential Information from the Disclosing Party, the Receiving Party shall:

- (a) treat all Confidential Information received from the Disclosing Party as proprietary and confidential and, unless expressly authorised in writing to do so by the Disclosing Party, shall not disclose any Confidential Information to third parties (except as provided herein) and shall only use such Confidential Information for purposes relating to the Purpose.
- (b) only disseminate Confidential Information to Employees to the extent that such Employees have a demonstrable need to know the same in order to carry out their tasks in relation to the Purpose;
- (c) ensure that all Employees who have access to Confidential Information are made aware of the confidential nature of the Confidential Information and of the obligations contained in this NDA;
- (d) promptly notify the Disclosing Party if it becomes aware of a breach of any provision of this NDA by any of its Employees and take all necessary measures to ensure that the disclosures in breach of this NDA cease immediately;
- (e) except as authorised in writing by the Disclosing Party, only use, copy or reduce Confidential Information into tangible, visible or recorded form as is strictly necessary for the performance of the Purpose;
- (f) protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information but in no instance shall such standard be less than reasonable care;
- (g) not remove, alter or deface any designations relating to the confidential or proprietary nature of the Confidential Information;
- (h) upon the written request of the Disclosing Party, promptly certify the destruction of or promptly return all Confidential Information and all copies thereof to the Disclosing Party.

### **3. LIMITS TO OBLIGATIONS ON THE RECEIVING PARTY**

The obligations contained in Article 2 above shall not apply to Confidential Information:

- (a) which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this NDA;
- (b) for which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and bona fide obtained thereafter by the Receiving Party from a third party who, to the knowledge and reasonable belief of the Receiving Party, did not receive such information directly or indirectly from the Disclosing Party when under a duty of confidentiality;
- (c) for which the Receiving Party can provide documentary proof that it was independently developed by the Receiving Party without prior knowledge of any Confidential Information received from the Disclosing Party;

The obligations contained in Article 2 above shall not apply to a specific disclosure of Confidential Information:

- (i) which has to be disclosed by reason of a governmental or judicial order or applicable law. In such a case, the Party having received such an order or being subject to such applicable law shall inform the Disclosing Party of its obligation to disclose Confidential Information, if possible, prior to such disclosure. If the Disclosing Party wishes to counter such order or applicable law, the Receiving Party shall assist it in doing so; or
- (ii) which is disclosed by the Receiving Party in confidence to any third party with the prior written consent of the Disclosing Party.

#### **4. PROPRIETARY RIGHTS**

Except as expressly stated in writing by the Disclosing Party, neither the disclosure pursuant to this NDA of Confidential Information nor anything contained in this NDA shall be construed as expressly or implicitly granting any rights to the Receiving Party in respect to any patent, copyright, licence or other intellectual property right in force and belonging to or disclosed by the Disclosing Party.

#### **5. PROVISIONS IN CASE OF BREACH**

##### **(a) Termination**

If the Receiving Party has committed a material breach of any provision of this NDA, the Disclosing Party shall have the right to terminate forthwith this NDA by written notice thereof and without prejudice to any other right, claim or remedy it may have at law or in contract. The Receiving Party shall, upon request from and at the discretion of the Disclosing Party, immediately return or destroy all copies of Confidential Information disclosed under or in relation to this NDA.

##### **(b) Indemnity**

The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party for and against all damages, losses, claims, liabilities, costs and expenses which the Disclosing Party may incur or sustain as a result of a breach of any provision of this NDA by the Receiving Party or any of its Employees.

Each Party agrees that damages would not be sufficient remedy for any breach of this NDA and that each of the Parties will be entitled to, but not only, other remedies available at law, including but not limited to injunctive relief and specific performance.

#### **6. NON-WAIVER**

The Receiving Party agrees that no failure nor any delay in exercising on the part of the Disclosing Party any right or remedy under this NDA shall operate as a waiver, in whole or in part, thereof, nor shall any single

or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this NDA shall be cumulative and not exclusive of any rights or remedies provided by law.

## **7. DURATION OF THIS NDA**

This NDA shall commence on <<insert date>> and shall continue in full force and effect, unless expressly replaced or superseded by another confidentiality and non-disclosure agreement made between the Parties in relation to the Purpose, until <<insert date>>.

Upon termination or expiration of this NDA each Party shall, upon the request of the other Party, return or destroy any Confidential Information furnished to it by the other Party. The confidentiality obligations contained in this NDA shall remain binding upon the Parties for a period of ten (10) years from the date of disclosure of Confidential Information hereunder, notwithstanding any termination or expiry of this NDA prior to the end of such period.

After such period the confidentiality obligations contained in this NDA shall cease to be binding except for those rights and obligations pertaining to:

- (a) any Confidential Information received from a third party and disclosed by the Disclosing Party to the Receiving Party during the term of this NDA with notice at the time of disclosure that the Disclosing Party's rights in and the Receiving Party's obligations with respect to such Confidential Information shall not cease after the period referred to above, and
- (b) drawings and documents furnished by either Party to the other Party and relating to then existing commercial aircraft models or equipment or parts thereof or aerospace related products of the Disclosing Party and derivatives thereof, which rights and obligations shall not cease as long as such aircraft or aerospace related product model or derivate thereof is in service;

## **8. OTHER DISCLOSURES OF CONFIDENTIAL INFORMATION**

- (a) The Parties shall ensure and take all necessary measures to ensure that their respective Employees who have access in any way whatsoever, whether by their physical presence in the other Party's premises or by computer network or link or in any other way, to Confidential Information and / or confidential information not related to the Purpose shall treat such information as Confidential Information pursuant to the terms hereof.
- (b) Either Party may disclose Confidential Information received from the Party to other companies directly participating in the Purpose provided that such other companies:
  - (i) have an absolute need to know such Confidential Information for the purpose of performing their task with respect to the Purpose; and

- (ii) such other Companies have entered into a confidentiality and non-disclosure agreement, which is substantially in the same form as this NDA, with the applicable Party.
- (iii) the Party wishing to disclose such information to other companies has received written authorisation from the other Party prior to disclosure of the confidential information.

## **9. MISCELLANEOUS**

- (a) Neither Party shall publicly release any information relating to this NDA, the relationship of the Parties nor the discussions or exchanges in connection with this NDA without the prior written consent of the other Party.
- (b) Notwithstanding any provision contained herein, this NDA shall not be construed as imposing on any Party an obligation to provide or disclose any information, including Confidential Information, nor shall it impose on any Party any obligation whatsoever to enter into a contract or a sub-contract with the other Party in relation to the Purpose.
- (c) Each Party shall bear its own expenses incurred in relation to this NDA.
- (d) Any Confidential Information and/or part thereof provided under this NDA, including but not limited to when incorporated into an item, software, technology, service or any other deliverable, may be subject to export laws and regulations, which may include United States or America export laws and regulations, and the Parties acknowledge that diversion contrary to such export laws and regulations is prohibited. Any export, transfer or use of such Confidential Information shall be made in compliance with the relevant export control laws and regulations.
- (e) The invalidity, illegality or unenforceability of any provision of this NDA under any jurisdiction shall not affect the validity, legality or enforceability of any other provision hereof.
- (f) This NDA constitutes the entire and only agreement between the Parties with respect to the subject matter and shall therefore be the only document applicable to the exchange of Confidential Information with respect to the Parties, notwithstanding any other agreement pending to the contrary.

## **10. GOVERNING LAW AND ARBITRATION**

This NDA shall be governed and construed in accordance with the laws of England & Wales.

In the event of any dispute arising out of or in connection with the subject matter of this NDA, the Parties shall first endeavour to resolve such dispute amicably within thirty (30) days after the date of notification by one Party to the other of the terms of such dispute. Should the Parties fail to do so then such dispute shall be determined and settled by arbitration under the current Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three (3). The place of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding upon the Parties.

Either Party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of Confidential Information.

**11. ASSIGNMENT**

Neither Party may assign or transfer any of its rights or obligations under this NDA without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Notwithstanding the above, nothing in this Article 11 shall preclude an assignment of this NDA by the Company upon notice in writing to the other Party to a company controlled, directly or indirectly by, or under direct or indirect common control with the Company.

**IN WITNESS WHEREOF** the Parties have executing this NDA on the date first above written, in two (2) original copies:

Signed for and on behalf of

*<<insert Customer Name>>*

Signed for and on behalf of

**Aero Metals Alliance, Inc.**

.....  
**Signature**

*<<insert name>>*  
*<<insert job title>>*

.....  
**Signature**

*<<insert name of person signing for AMA>>*  
*<<insert job title>>*

.....  
**Date:**

.....  
**Date:**



## EXHIBIT 1

### List of the AMA Companies that comprise the Company

#### **Amari Aerospace Limited**

Registered office: Parkway House, Unit 6 Parkway Industrial Estate, Pacific Avenue, Wednesbury, West Midlands WS10 7WP, United Kingdom  
Registration number: 6333281

#### **Gould Alloys Limited**

Registered office: Parkway House, Unit 6 Parkway Industrial Estate, Pacific Avenue, Wednesbury, West Midlands WS10 7WP, United Kingdom  
Registration number: 1854699

#### **Wilson's Limited**

Registered office: Parkway House, Unit 6 Parkway Industrial Estate, Pacific Avenue, Wednesbury, West Midlands WS10 7WP, United Kingdom  
Registration number: 2048485

#### **SCA France SAS**

Registered office: 29 Rue de Bois Briand, BP 22415, 44324 Nantes Cedex 3, France  
Registration number: 300 209 715 RCS Nantes

#### **SCA Deutschland GmbH**

Registered office: Welfenstrasse 9, 70736 Fellbach-Schmidlen, Germany  
Registration number: HRB 722439

#### **Sunshine Metals Inc.**

Registered office: 555 Skokie Blvd, Suite 555, Northbrook, Illinois, 60062, United States of America  
Registration number (FEIN): 36-4550268

#### **Progressive Alloys Steels Unlimited, Inc.**

Registered office: 555 Skokie Blvd., Suite 555, Northbrook, Illinois, 60062, United States of America  
Registration number (FEIN): 57-1082505