



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (this "Agreement") entered into and effective as of this DATE _____ ("the effective date") by and between **HM Dunn AeroSystems, Inc.** (hereinafter "HM Dunn") including its subsidiaries and affiliates, a corporation having an office and place of business at 1804 West. 2nd Street North, Wichita, KS 67203 (hereinafter "HM Dunn"), and _____, a registered company having an office and place of business at _____, (hereinafter "Company").

Whereas, Both HM Dunn and Company are in possession of certain information which is of a confidential and proprietary nature (the "Proprietary Information")

Whereas, during the course of discussions, it may become desirable or necessary for the Parties hereto to disclose to each other certain technical or business information of a proprietary or confidential nature, hereinafter referred to as Proprietary Information; and

Whereas, the Parties hereto are willing to provide for the conditions of such disclosure of Proprietary Information and the rules governing the use and the protection thereof;

NOW THEREFORE, the parties hereto agree as follows:

1. "Proprietary Information" shall, for the purpose of this Agreement, mean information, knowledge, or data which has been or will be disclosed by HM Dunn to the Company in connection with the Transaction, regardless of the form or medium of such disclosure.
2. The Company shall (a) disclose Proprietary Information solely to those of its officers, directors, and employees who have a need to know such Proprietary Information for the purposes of the Transaction, (b) use Proprietary Information solely for the purposes of the Transaction and not for any other purpose whatsoever, including, without limitation, not to design, manufacture, sell, service or repair equipment, not to sell or provide services to third parties and not to obtain any government or third party approvals for any purpose, (c) not disclose Proprietary Information to any third party without HM Dunn's express written consent in HM Dunn's sole discretion and (d) not reverse engineer, reverse assemble, disassemble, or decompile Proprietary Information. Company represents that its officers, directors, and employees have executed agreements with Company obligating them to treat Proprietary Information in a manner consistent with the terms of this Agreement.
3. Notwithstanding the provisions of paragraph 2, this Agreement shall not restrict or affect the Company's rights to use or disclose any information that the Company can document:
 - a. was or generally becomes available or known to the public through no action or inaction of the Company or any individual or entity that receives Proprietary Information by or through the Company; or
 - b. was independently developed by the Company without reference to or use of Proprietary Information.
4. If the Company is required to disclose Proprietary Information pursuant to governmental or judicial process, the Company shall mark the information as proprietary to HM Dunn to the extent permissible, use diligent efforts to limit disclosure, and to obtain confidential treatment or a protective order, and immediately give notice of such process to HM Dunn in order that HM Dunn may have every opportunity to intercede in such process to contest such disclosure.
5. With respect to each item of Proprietary Information under this Agreement, the obligations of the Company hereunder shall continue until such time as the Proprietary Information is known and generally available to the public through no action or inaction of the Company or any individual or entity that receives Proprietary Information by or through the Company.

6. HM Dunn makes no warranty concerning the Proprietary Information and hereby disclaims all warranties and representations, including without limitation any warranties (express, implied, statutory, or otherwise) as to the accuracy, completeness, or usefulness thereof. Neither HM Dunn, its officers, directors, employees, nor agents shall have any liability whatsoever resulting from the possession or use of such information by any person as a result of this Agreement. In no event shall HM Dunn be liable for incidental, special or consequential damages, whether based on contract, tort, or any other legal theory, arising from the exchange of information hereunder and its subsequent use.
7. The Company shall have no property rights in Proprietary Information disclosed pursuant to this Agreement. Except as expressly set forth in this Agreement, no right or license, either express or implied, is granted hereunder to the Company under any mask work, patent, copyright, trade secret, Proprietary Information or other intellectual or industrial property of HM Dunn. The Company understands that nothing herein requires HM Dunn to disclose to the Company any Proprietary Information.
8. Upon the termination or completion of the Transaction, or upon the written request of HM Dunn, whichever occurs first, the Company shall return (or if directed by HM Dunn destroy) all documents (including copies, summaries, analyses, reports) and things then in the Company's possession, custody or control containing Proprietary Information and certify the same by an officer of the Company. HM Dunn shall have the unconditional right to investigate and audit Company's records with regard to Company's use of Proprietary Information during the term of this Agreement and for a period of ten (10) years after Company returns or certifies destruction of the Proprietary Information.
9. This Agreement shall be governed by and interpreted under the laws of the State of Kansas, and no effect shall be given to any choice of laws, statutes or principles that would require this Agreement to be interpreted under the laws of any other jurisdiction.
10. The Companies shall not disclose any Proprietary Information or other information furnished hereunder in any manner contrary to the laws and regulations of the United States of America or any applicable foreign export laws and regulations. The Company will comply with all applicable requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). The Company will first obtain the written consent of HM Dunn before submitting any request for authority to export any Proprietary Information subject to ITAR and EAR requirements.
11. This Agreement constitutes the entire understanding between HM Dunn and Company and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning the treatment of information to which this Agreement relates. No waiver, modification or amendment of this Agreement or any portion thereof shall be binding on either party unless made in writing and signed by a duly authorized representative of such party.
12. The rights and obligations of Company under this Agreement may not be assigned or transferred to any person, firm, or corporation without the express prior consent of HM Dunn in HM Dunn's sole discretion.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement:

HM DUNN

Company: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____