

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter called the "NDA") is made and entered into by and between **FÁBRICA ARGENTINA DE AVIONES "BRIG. SAN MARTÍN" S.A.**, having its head office at Av. Fuerza Aérea Argentina 5.505, Córdoba city at Córdoba province, Republic of Argentina (hereinafter referred to as "**FAdeA**"), represented in this act by Eng. Franco Giuggioloni, as its Vicepresident and _____ a limited liability company duly incorporated in accordance with the laws of _____, having its principal place of business at _____, (hereinafter referred to as "**_____**"), represented in this act by _____, as _____, having the legal authority to enter into this Agreement, hereinafter referred to either individually as the **Party** or jointly as the **Parties**.

WITNESSETH,

Whereas, the Parties shall disclose its own information relating to the following activity: _____ and such information may be qualified by Disclosing Party as **PROPRIETARY INFORMATION**.

Whereas, in order to safeguard the consequences that the use or disclosure of such **PROPRIETARY INFORMATION** may represent for the Parties, special treatment of such information is required.

Whereas the Party that discloses its own **PROPRIETARY INFORMATION** will be considered "Disclosing Party" and the Party that receives it will be the "Receiving Party".

Whereas, the Parties desire to protect such **PROPRIETARY INFORMATION**, which may or may not have been registered or which may be the basis of patentable inventions.

NOW, THEREFORE, the Parties do hereby mutually agree that:

1. They will exchange their **PROPRIETARY INFORMATION**, which they are authorized to provide in relation to the subject matter of this NDA, under the terms established herein.
2. From the interpretation of this Agreement it is deduced that neither Party is forced to disclose **PROPRIETARY INFORMATION**.
3. Within the legal framework hereof, the Parties shall only reveal **PROPRIETARY INFORMATION** which they are authorized to disclose and which they consider

appropriate to fulfill the objectives of this NDA in accordance with the witnesseth herein. The Parties declare that the disclosure of **PROPRIETARY INFORMATION** by and between them does not infringes the laws and rules of the Argentine Republic or and the laws or rules of the other Party.

4. All information disclosed by the Disclosing Party to the Receiving Party which is considered as **PROPRIETARY INFORMATION** is subject to the terms and conditions of this NDA, and shall be identified as **PROPRIETARY INFORMATION** with a stamp, legend or other appropriate marking. When such information is disclosed orally, it shall be identified as **PROPRIETARY INFORMATION** at the time of disclosure and shall, within thirty (30) days, be confirmed and designated in writing by the Disclosing Party as **PROPRIETARY INFORMATION**, under the terms and conditions established herein. Failure to so mark or identify **PROPRIETARY INFORMATION** disclosed hereunder as "Confidential" or "Proprietary" shall not cause the information to be considered non-confidential, if it should have been known by a reasonable person to be **PROPRIETARY INFORMATION**, based on the nature of the information and the circumstances of its disclosure.

5. The **PROPRIETARY INFORMATION** disclosed by any of the Parties:

- a) Will be protected and kept in strict confidence by the Receiving Party, who shall have the same degree of care as it employs with respect to its own proprietary Information;
- b) Will be revealed to and used only by that people within the organization of the Receiving Party who need to be informed and related to the express purpose of this NDA, who shall sign **Exhibit "A"** attached herein;
- c) Will not be used in whole or in part other than for the intended purpose of this Agreement, without prior written consent granted by the Disclosing Party;
- d) Will not be disclosed and its disclosure will not be forced directly or indirectly to any third party or to any other person other than those mentioned in paragraph (b).
- e) Will not be copied, nor reproduced, nor duplicated, in whole or in part, without prior written consent of the Disclosing Party.
- f) Shall be returned in whole to the Disclosing Party or, if it is not possible, destroyed once the required work is finished or upon termination of this NDA due to any cause, and the Receiving Party shall not keep any copy of all or part of the Disclosing Party's **PROPRIETARY INFORMATION**.

Notwithstanding the return or destruction of the **PROPRIETARY INFORMATION**, Receiving Party and its Representatives will continue to be bound by the obligations of confidentiality and the other applicable obligations and agreements under this NDA.

6. The Receiving Party shall have no liability or restriction concerning any **PROPRIETARY INFORMATION** of the Disclosing Party, if the Receiving Party can provide evidence that the **PROPRIETARY INFORMATION**:

- a) is in the public domain, before or after its disclosure, and does not constitute a violation of the rights of the Disclosing Party; or
- b) is known to the Receiving Party and there is adequate documentation to demonstrate so; or
- c) has been lawfully received from a third party, with full rights of disclosure and without infringement of this NDA; or
- d) has been disclosed or is disclosed without violation of this NDA; or
- e) has been developed independently and in good faith by employees of the Receiving Party, who had no access to the **PROPRIETARY INFORMATION**; or
- f) has been disclosed or used with the written approval of the Disclosing Party; or
- g) is not properly designated or known as **PROPRIETARY INFORMATION**, based on its nature and the circumstances of its disclosure.

7. If the Receiving Party or any of its Representatives are required by law to disclose **PROPRIETARY INFORMATION**, the Receiving Party shall, to the extent not prohibited by law, notify the Disclosing Party of the requirement so the Disclosing Party may preserve the confidentiality of any required disclosures. The Receiving Party and its Representatives may disclose only that portion of the **PROPRIETARY INFORMATION** that is required to be disclosed by law.

8. The disclosure and provision of the **PROPRIETARY INFORMATION** in accordance with this NDA shall not be construed as the Disclosing Party granting to the Receiving Party any explicit or implicit right of license or similar of the issues, inventions or findings inherent to such **PROPRIETARY INFORMATION** or any patent, trademark or right on an industrial or trade secret.

9. The execution and validity of this Agreement shall be kept in strict confidence by the Parties and shall not be disclosed by any of the Parties without the prior written consent of the other.
10. This NDA shall come in force and effect as of the date of its execution and remain in full force and effect for the term of five (5) years ("Term"). Upon the expiration of Term or termination of this NDA for any cause, the Receiving Party shall cease all use of the other Disclosing Party's **PROPRIETARY INFORMATION**. Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence **PROPRIETARY INFORMATION** that was disclosed during term shall remain in effect indefinitely.
11. All modifications to this NDA shall be in writing and signed by both Parties.
12. Neither of the Parties requires nor justifies the accuracy, completeness or certainty in relation to the information disclosed or in relation to the violation of any right, including the intellectual property of the rights of others.
13. Parties shall not assign nor transfer this NDA without the prior written consent of the other Party. Any attempt to assign or transfer without prior written consent will be considered void.
14. In the event of breach by any of the Parties of its obligations in this NDA, the other Party may place it in a reliable way and in writing for a period of forty-eight (48) hours to comply, if such late compliance is materially feasible; after this period has elapsed without the non-compliance having been remedied by breaching Party, the affected Party may terminate the NDA. If late compliance of the obligations is not materially possible or is not useful to the affected Party, it may just terminate the NDA by giving written notice to the breaching Party.

In both cases, the affected Party reserves the right to claim compensation for damages, losses and interests that may correspond.
15. This NDA is not intended, and shall not be construed, to obligate either Party to enter into any agreement.
16. This NDA contains the entire agreement between the **Parties** with regard to the subject matter hereof, and supersedes and voids any previous representation, negotiation, commitment, communication, whether written or oral, acceptance, understanding and agreement between the Parties and related to any of the issues contained herein.

17. This NDA shall be governed by and interpreted under the internal laws of Argentina, and dispute arising from or relating to this NDA, including any question regarding its existence, validity, interpretation, scope, performance or termination, shall be submitted to arbitration under ICC arbitration rules.

The arbitration shall take place in the city of New York and it shall be conducted in English.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on _____, 2023.

By FAdeA

Name:

Title:

Date:

By _____

Name:

Title:

Date:

EXHIBIT A

ACKNOWLEDGEMENT OF THE NON-DISCLOSURE AGREEMENT

The undersigned has read and is familiar with the terms of the Non-Disclosure Agreement between _____ and **Fábrica Argentina de Aviones "Brig. San Martín" S.A. (FAdeA)**, dated _____, a copy of which is attached hereto and incorporated herein, by reference.

In consideration of being furnished with certain **PROPRIETARY INFORMATION** of any of the Parties subject to the terms and conditions of such Agreement, the undersigned agrees to be bound by and to comply with all provisions contained therein and be responsible for any breaches by the undersigned or by his personnel or any third party to whom the undersigned furnishes such **PROPRIETARY INFORMATION**.

I hereby agree that my Confidentiality Statement and my promises herein shall insure to the benefit of the Parties, and may be enforced, individually or jointly, by each of them.

Name: _____

Typed Name: _____

ID N°: _____

Title: _____

Company: _____

Phone: _____