

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made by and between:

Celier Aviation Sp. z o.o.,
00-446 Warszawa ul. Żurawia 45 Poland.
Factory: Celier Aviation, Piotrków ul. Sulejowska 45 Poland
And

Company name:
Name:
Address:
Tel Number:

BACKGROUND

The parties desire to exchange information and data relating to possible investment or other business venture opportunities, (hereinafter "Program");
Certain of the information and data to be exchanged are proprietary, confidential, subject to patents or patent applications, or constitute trade secrets. The parties desire to protect such information and data.

AGREEMENT

The parties do mutually agree as follows:

1. PROPRIETARY INFORMATION

1.1. The confidential and proprietary information disclosed pursuant to this Agreement may include without limitation, technical and business information. Information may be disclosed in various forms, including electronic, written, graphic, verbal information, and material samples, applicable to the Program including, without limitation, designs, drawings, specifications, manufacturing, business or financial information, and the fact or content of discussions between the parties hereto, all of which the transmitting party desires to protect from unauthorized disclosures or use (hereinafter "Information"). Disclosures subject to this Agreement will mean:

- a) that Information which either party designates as proprietary or private in writing, or by appropriate stamp or legend; and
- b) that Information which either party verbally or physically discloses or demonstrates to the other party and which is identified as proprietary by the disclosing party and such identification or disclosure is reduced to writing within thirty (30) days after the date of disclosure.

1.2. Proprietary Information will not include, and the obligations of non-^o©-disclosure under this Agreement will not pertain to:

- a) Information which at the time of disclosure was available to the public generally or thereafter becomes available to the public generally through no act or failure to act on the part of the receiving party;
- b) Information which was known to or had been independently developed by the receiving party at the time of the disclosure;
- c) Information disclosed to the receiving party by a third party having legal right to disclose such information;
- d) Information disclosed with prior written approval of the disclosing party.

2. HANDLING OF INFORMATION

2.1. The receiving party agrees that it will:

- a) not disclose Information to any third party;
- b) use Information only to the extent necessary for the purpose contemplated by the Program;
- c) limit access to Information to such of its employees reasonably requiring it for the purpose of this Agreement and who are obligated to treat it as confidential and in the same manner as provided herein with regard to non-^o©-use and non-^o©-disclosure; and
- d) not remove the proprietary marking from any of the disclosing party's Information.

2.2. A receiving party, upon discovery of any unauthorized use of disclosures, will immediately notify the disclosing party in writing and endeavor to prevent any further unauthorized use or disclosure.



3. DISCLOSURE AND USE

3.1. The Information disclosed will only be used for purposes of the Program and disseminated only to individuals within the receiving party's organization with a "need to know."

3.2. Any party receiving Information will make no commercial use for itself or on behalf of others, in whole or in part, of any Information without the prior written consent of the disclosing party.

No license to a party, under any patent, trademark, copyright, or any other intellectual property right of either party, is either granted or implied by the conveying of Information to such party.

3.3. None of the Information which may be disclosed or exchanged by the parties will constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind whatsoever, other than as set forth herein to accomplish the purpose of this Agreement.

4. TERM

4.1. Subject to paragraph 4.2, the parties may continue to provide Information for the term of this Agreement. The term of this Agreement will be two (2) years. This Agreement may be terminated by either party upon thirty (30) days' written notice.

4.2. Upon the expiration or termination of this Agreement for any reason, the obligation to not use the Information, the duty to protect Information, and duty of non-^odisclosure, as described in Section 2 and Section 3 of this Agreement, will survive the expiration or termination of this Agreement.

4.3. Upon the expiration or termination of this Agreement for any reason, unless otherwise instructed by disclosing party at any time, the receiving party will return or destroy all documents and tangible Information received.

5. RELATIONSHIP OF PARTIES

Nothing in this Agreement will grant to either party the right to make commitments of any kind for, or on behalf of, the other party. Agreement will not constitute an agency, joint venture or partnership between the parties.

6. MUTUAL DISCLAIMERS

6.1. Neither party will be liable to the other for any cost, expense, nor risk of liability arising out of efforts of the other party in connection with performance of this Agreement.

6.2. Each party hereto understands that the other may currently or in the future be developing proprietary information internally, or receiving proprietary information in confidence from other parties that may be similar to the disclosing party's information. Accordingly, subject to Section 3 of this Agreement, nothing in this Agreement will be construed as a representation or inference that either party will not develop products, for itself or for others, that compete with the products, systems or methods contemplated by the disclosing party's information.

7. AFFILIATES

Either party will have the right to disclose the Information it receives to one or more of its Affiliates provided that such entities agrees that the rights, obligations, and duties described in this Agreement will bind such Affiliate. Affiliates will mean the party's personnel, and any business entity controlling, under common control, or controlled by the party.

8. AUTHORIZED PERSONS

Disclosures will be made only by the authorized personnel of a receiving party (as such person may be designated or changed by letter from time to time).

9. GOVERNING LAW

This Agreement supersedes any and all agreements, written and oral, with respect to the subject matter contained herein. This Agreement is made under and will be construed in accordance with the European Union Regulations.

IN WITNESS WHEREOF, the parties have executed this document effective as of

Celier Aviation

By _____

RECEIVING PARTY

By _____

Kindly send this agreement duly signed and attach also a scanned copy of your passport. This will give you access to our confidential section of the website. Celier Aviation will provide you with a log-in and password for this section.