

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement"), made and entered into as of the last date of execution by and between United Technologies Corporation, acting through its Pratt & Whitney Division, a corporation organized and existing under the laws of the State of Delaware, having an office at 400 Main Street, East Hartford, CT 06108 (hereinafter referred to as "P&W"), and [REDACTED] (hereinafter referred to as "Visitor"). P&W and Visitor may also hereinafter be referred to individually as a "party" or collectively as the "parties".

WITNESSETH THAT:

WHEREAS, P&W is willing to provide Visitor with a tour of a P&W facility (hereinafter referred to as "the Tour");

WHEREAS, P&W is willing to provide both directly and indirectly Visitor with certain data, trade secrets, and information relating to, and as a direct result of the Tour ("Proprietary Information"), under the conditions hereinafter set forth; and

NOW THEREFORE, the parties do hereby agree as follows:

1. **PROPRIETARY INFORMATION**

All data, knowledge, and information viewed, disclosed or delivered pursuant to this Agreement, including without limitation all oral, visual, and machine-readable manifestations shall be treated by Visitor as proprietary.

2. **STANDARD OF CARE**

Visitor agrees that Proprietary Information will not be disclosed to others and will be treated by Visitor as strictly confidential and that Visitor will treat and protect the Proprietary Information against public disclosure with no less than reasonable care.

3. **ALLOWABLE USE OF PROPRIETARY INFORMATION**

Notwithstanding anything herein to the contrary, Visitor may not use the Proprietary Information of P&W for any other purpose, including without limitation to design, manufacture or repair spare or replacement parts, to compare such parts to one another or to designs of such parts, or to obtain FAA Parts Manufacturer Approval or other government approval to manufacture such parts, without P&W's express written consent.

4. **RELEASE TO THIRD PARTIES**

Visitor shall not, for any purpose or under any circumstance, whether intentional, inadvertent, or otherwise, disclose such Proprietary Information to any third party without prior express written consent from P&W.

5. **NO LICENSE**

No license under any patents, trademarks, copyrights, technology, or other trade secrets is granted or conveyed by one party's transmitting Proprietary Information or other information to the other party hereunder nor shall such a transmission constitute any representation, warranty, assurance, guaranty, or inducement by the transmitting party to the receiving party with respect to infringement of patent or other rights of others.

6. **OTHER AGREEMENTS**

This Agreement shall not be construed in any manner to be either an indication of intent to or an obligation to either disclose Proprietary Information or to enter into a future contract, agreement, subcontract, teaming agreement, or joint venture, or to result in any claim whatsoever by one party against the other party for reimbursement of cost for any effort expended. This Agreement is for the purposes of protecting Proprietary Information only.

7. **SURVIVAL**

The expiration or termination of this Agreement shall not abrogate Visitor's obligations regarding Proprietary Information received prior to such expiration or termination.

8. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, United States of America, without giving effect to its conflict of laws rules.

9. **CLASSIFIED OR EXPORT CONTROLLED INFORMATION**

The Parties recognize that some information exchanged pursuant to this Agreement may be deemed by the U.S. Government as export controlled, and that all information made available hereunder may fall under the export laws and regulations of the United States under section 22 of the Code of Federal Regulations, parts 120 et. seq. and/or section 15 of the Code of Federal Regulations parts 730 et. seq. A Party possessing such information shall comply with all applicable requirements for transmittal, storage, and handling such information. Each Party shall assure that the material containing the information carries sufficient legends warning of its export controlled or proprietary nature. A Party shall not remove legends from material received under this Agreement without the written permission of the Party supplying the material.

10. **MERGER AND SEVERABILITY**

This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes and cancels any and all previous or collateral agreements, negotiations, commitments, representations or understandings between the parties in respect thereto. In the event any provision of this Agreement is determined to be invalid under applicable law, it is deemed to be omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

11. **ORIGINAL SIGNATURES**

The execution and exchange of signed copies by means of electronic/facsimile transmission shall have the full force and effect of originals of this Agreement. However, the parties agree to provide each other originals of this Agreement bearing the signatures of both parties for record keeping purposes.

WITNESS the execution hereof by duly authorized representatives of the parties.

Pratt & Whitney

Visitor

Signature

Signature

Printed Name

Printed Name

Date

Date