

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on of 2019, by and between:

- i. **EnduroSat AD**, a company registered under the law of Bulgaria, UIC: 203367904, seat and registered office: 16 "Tundzha" Str., Sofia 1606, Bulgaria, represented by Raycho Raychev – CEO /or Vladislav Nikolov – COO/
and
- ii. Western University, the Canadian Cubesat Project team, represented by Claire Lizotte – Undergraduate Research Assistant

1. Purpose: The parties wish to explore a business opportunity of mutual interest and relating to this opportunity, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential. In order to secure the confidentiality attaching to the Confidential Information, each Party shall designate in writing one person within its organisation as the principal point for transmitting and/or receiving and for controlling the use of and access to the other Party's Confidential Information:

EnduroSat

Raycho Raychev

raycho@endurosat.com

Western University

Claire Lizotte

clizotte@uwo.ca

2. "Confidential Information": means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial documents), which is designated as "Confidential", "Proprietary" or some similar designation. As confidential shall be treated also any information not specifically designated as such that due to its character, nature, or method of transmittal, a reasonable person under like circumstances would treat as confidential. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party

as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party shall give the disclosing party written notice of such requirement prior to disclosing so that the disclosing party may seek a protective order or other appropriate relief.

3. Non-Disclosure of Confidential Information: Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Neither party shall disclose the fact that discussions or negotiations or exchange of information is occurring or may occur between both parties and representatives of either.

4. Maintenance of Confidentiality: Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Obligation: Nothing herein shall obligate either party to disclose Confidential Information to the other party or to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty: All confidential information is provided "AS IS". Each party makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance. The parties warrant however that as far as their own business is concerned it is accurate and truthful.

7. Return of Materials: All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all

copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

8. No License: Nothing in this agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

9. Term & Termination

The obligations of confidentiality imposed by this Agreement shall expire three (3) years from the date of this Agreement /the Effective Date /, or sooner by written consent of both parties. This Agreement shall terminate upon the (a) the passage of thirty (30) days after either party gives to the other party written notice of intent to terminate, with respect to disclosure made thereafter; (b) the execution of a superseding contract, agreement, or purchase order between the parties relating to the Recitals hereof; or (c) the passage of three (3) years from the Effective Date. Termination shall not, however, affect the rights and obligations contained herein with respect to Confidential Information disclosed hereunder prior to termination. Either party may, at any time: (a) cease giving Confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request and certify in writing its compliance.

10. Remedies: Each party agrees that its obligations hereunder are necessary and reasonable to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

11. Miscellaneous: This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

12. Governing law and jurisdiction: This Agreement shall be governed, interpreted and construed in accordance with Swiss Law. Any and all disputes, arising in connection with or relating to the validity, construction, interpretation, performance or termination, as well as the disputes for filling gaps in this Agreement or its adaptation to newly established facts, shall be referred for resolution to the ICC in compliance with its Rules, by a panel of (3) three arbitrators, based on arbitration agreements, with place of arbitration in Zurich.

For EnduroSat AD:

By:

(Signature)

For Western University:

By: Claire Lizotte



(Signature)