

EXCHANGE OF PROPRIETARY INFORMATION AND NON-DISCLOSURE AGREEMENT

between

REUTECH RADAR SYSTEMS (PTY) LTD

a company duly incorporated according to the laws
of the Republic of South Africa,
having its place of business at 35 Electron Avenue,
Technopark, Stellenbosch,
Republic of South Africa
(hereinafter referred to as "REUTECH")

and

a company duly incorporated according to the laws
of the _____,
having its place of business at,

(hereinafter referred to as "_____")

REUTECH
RADAR SYSTEMS

35 Electron Avenue
Technopark
Stellenbosch
7600
Tel: +27 21 8801150 • Fax: +27 21 8801153
E-mail: info@rrs.co.za

This agreement is entered into on

_____ (dd/mm/ccyy)

Between

_____ and

Reutech Radar Systems (Pty) Ltd.

WHEREAS,

_____ and REUTECH will disclose information to each other on a confidential basis, for the purpose of pursuing business opportunities of mutual interest related to radar sensors and associated remote sensing applications in the field of unmanned air vehicles.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, and intending to be legally bound, hereby, the parties agree as follows:

1. Definitions

As used herein, the following words have the indicated meanings, unless the context otherwise requires:

"Affiliate" means any Person which controls, is controlled by, or under common control with a party hereto, and any officer, director, employee, consultant, representative or other agent thereof or of a party hereto.

"Information" means communications or data, in any form including, but not limited to, oral, written, graphic or electromagnetic forms, which is gained by a party hereto ("Recipient") from or through another party hereto ("Disclosing Party") or any Affiliate of a Disclosing Party and which is to be treated as proprietary or confidential pursuant to paragraph 2. Information includes, but is not limited to, ideas, concepts, business plans, inventions, strategies, computer programs, discoveries, formulae, processes, designs, specifications, drawings, prototypes, samples, improvements, developments, applications, engineering data, manufacturing data, marketing and sales data, customer names, supplier names, trademarks, trade names and trade secrets, whether or not the same are or may be patented, registered or otherwise publicly protected, and all of the foregoing generated by Recipient to the extent that such of the foregoing generated includes information received from a Disclosing Party.

"Persons" means any individual, firm, corporation, partnership, association, or other entity.

2. Confidential Information

All information, which the Disclosing Party desires to be treated as proprietary or confidential, shall:

If in writing or any other tangible form, be conspicuously labelled as proprietary or confidential at the time of delivery; or

If oral, be identified as proprietary or confidential prior to disclosure and confirmed in writing by the Disclosing Party within thirty (30) days of the disclosure.

In addition, all information related to the following, absent any prior written statements to the contrary, shall be presumed to be confidential:

Movement and Surveying Radar (*MSR*) system which includes, but is not limited to, Internal Appearance, All User Manuals and Software.

3. Period of Confidentiality

Information shall be treated and safeguarded as provided hereunder by the recipient for a period of five (5) years from the date of disclosure.

4. Restrictions on Use and Confidentiality

Subject to paragraph 5, and absent from prior written consent from the Disclosing Party, the Recipient will not distribute, disclose or disseminate information to any third party, including, but not limited to, an Affiliate of a Party. The recipient shall use information disclosed hereunder solely for the above-stated purpose. Information disclosed hereunder will not be used for any other purpose.

5. Restrictions on Reproduction and Access

The Recipient will take such precautions to prevent the unauthorized use or reproduction of information and to restrict access to Information to only those of Recipient's employees or employees of an Affiliate of Recipient who require it for the above-stated purpose as Recipient employs to protect its own proprietary information. With respect to consultants who require the information, they would be subjected to the same confidentiality as the employees.

6. Exclusions

Obligations of confidentiality, non-use and nondisclosure pursuant to paragraphs 4 and 5 shall not apply to information which:

is generally available to the public, through no fault of the Recipient, and without breach of this agreement; or
is already in the possession of the Recipient, without restriction and prior to any disclosure hereunder, as evidenced by appropriate proof; or
is, or has been, lawfully disclosed to the Recipient, by a third party without an obligation of confidentiality; or
is independently developed by employees, consultants or contractor of the Recipient.

7. Notice

Prior to disclosure to any third party of information to which Recipient determines the obligations of confidentiality, non-use and non-disclosure do not apply pursuant to paragraph 6 above, Recipient shall provide thirty (30) days prior notice to Disclosing Party of the intent to disclose such Information, stating the grounds under paragraph 6 above, upon which the exception is claimed and providing documentation in support thereof.

9. Agreements with Third Parties

If pursuant to paragraph 4, a Recipient obtains consent to disclosure of information to third parties, such Recipient shall enter into agreements with such third parties who will safeguard the information disclosed consistent with the terms of this agreement.

10. No Patent Rights

Except as expressly provided herein, no license or right is granted by either party to the other party under any patent, patent application, trademark, copyright or trade secret.

11. Amendments

Any amendment of this agreement must be in writing and signed by authorized officials of each Party.

12. Return of Information

Upon the termination of this agreement and the written request and instruction of the Disclosing Party, all Information in the possession of the Recipient shall be returned to the Disclosing Party or destroyed.

13. Disputes; Governing Law

This Agreement shall be governed by and shall be interpreted in accordance with the laws of _____ . Any and all disputes arising out of or in connection with this Agreement which the Parties are unable to resolve between themselves shall be finally settled by arbitration in _____ under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, which arbitration shall be held in the English language.

IN WITNESS WHEREOF, the undersigned, duly authorized hereto, have executed this Agreement as of the day first above written.

For and on behalf of:

(duly authorised thereto)

SIGNATURE:

NAME IN PRINT:

TITLE:

DATE:

WITNESS:

For and on behalf of:

REUTECH RADAR SYSTEMS (PTY) LTD
(duly authorised thereto)

SIGNATURE:

NAME IN PRINT:

TITLE:

DATE:

WITNESS: