

RECIPROCAL NON-DISCLOSURE AGREEMENT

This Reciprocal Non-Disclosure Agreement (“Agreement”) is entered into between Curtiss-Wright Electro-Mechanical Corporation, a Delaware corporation, doing business as

EMD, 1000 Wright Way, Cheswick, PA 15024;
EPD, 1185 Feather Way, Bethlehem, PA 18015;
APS, 291 Westec Drive, Mt. Pleasant, PA 15666;
Curtiss-Wright Steam and Air Solutions, 2475 Tarantine Blvd., Suite 201, Wellsville, NY 14895;
Curtiss-Wright Steam and Air Solutions, 585 Trade Center Parkway, Summerville, SC 29483
Curtiss-Wright Fleet Solutions, 1101 Cavalier Boulevard, Chesapeake, VA 23323;
Curtiss-Wright Fleet Solutions, 1675 Brandywine Avenue, Suite F, Chula Vista, CA 91911; and
Curtiss-Wright Fleet Solutions, 482A Stewart Street, Atlantic Beach, FL 32333
(collectively, "Curtiss-Wright")

and _____, having an address at

_____ (“Company”).

RECITALS

Curtiss-Wright and Company (as to proprietary information disclosed by it, the “Disclosing Party”) desire to provide the other party (as to the information received by it, the “Recipient”) certain proprietary information for the purpose of establishing and conducting normal business operations between the parties (the “Purpose”).

AGREEMENT

NOW THEREFORE, in consideration of the following covenants and agreements, and intending to be legally bound hereby, Curtiss-Wright and Company hereby agree as follows:

1. DEFINITIONS

“**Affiliate**” means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

“**Authorized Parties**” means directors, officers, employees, agents, advisors, representatives, service providers, consultants and/or sub-contractors.

“**Proprietary Information**” means confidential, non-public or other proprietary information including, without limitation, trade secrets, technical information, including algorithms, code, data, designs, documentation, drawings, formulae, hardware, software, know-how, ideas, inventions, whether patentable or not, photographs, recordings, procedures, processes, reports, research, samples, sketches, specifications, operations, plans, products, financial information, including pricing and other proprietary information that is disclosed under the terms of this Agreement by Disclosing Party or its Affiliates to the Recipient. Proprietary Information shall be marked as proprietary, confidential or with another suitable legend at the time of disclosure or otherwise designated in writing as proprietary by the Disclosing Party within thirty (30) days of disclosure. Proprietary Information shall not include information which: (i) is or becomes a part of the public domain without any action by, or involvement of, Recipient, its Affiliates, or its or their Authorized Parties; (ii) is received by Recipient, its Affiliates, or its or their Authorized Parties from a third party without a duty of confidentiality owed to the Disclosing Party; (iii) is independently developed by Recipient, its Affiliates, or its or their Authorized Parties without use of or without reference to the Proprietary Information; (iv) is already in the possession of

Recipient, its Affiliates, or its or their Authorized Parties and Recipient, its Affiliates, or its or their Authorized Parties can demonstrate with written proof that the information was in the possession of Recipient, its Affiliates, or its or their Authorized Parties prior to the disclosure of the Proprietary Information by the Disclosing Party; or (v) is disclosed by Recipient, its Affiliates, or its or their Authorized Parties with the prior written approval of the Disclosing Party.

2. CONFIDENTIALITY

2.1. Curtiss-Wright and Company agree that, as a condition to the receipt of Proprietary Information hereunder, Recipient shall: (i) not disclose, directly or indirectly, to any third party any portion of the Proprietary Information without the prior written consent of the Disclosing Party (except to its Affiliates, and its or their Authorized Parties who have a need to know the Proprietary Information and only to the extent necessary for the Purpose); (ii) not use the Proprietary Information except for the Purpose; (iii) promptly return or destroy, at the Disclosing Party's request, all materials and documentation containing the Proprietary Information received hereunder except for copies of any computer records or electronic files containing the Proprietary Information, which have been created by automated processes such as archiving or back-up procedures; (iv) take all reasonably necessary precautions to protect the confidentiality of the Proprietary Information received hereunder and exercise at least the same degree of care in safeguarding the Proprietary Information as Recipient, its Affiliates, or its or their Authorized Parties would with its own proprietary information; (v) inform all Authorized Parties of Recipient and its Affiliates to whom Proprietary Information may be disclosed or made available of the proprietary interest of the Disclosing Party therein and of the obligations of Recipient with respect thereto; and (vi) promptly advise the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Proprietary Information.

2.2. The Recipient further agrees that prior to disclosing any Proprietary Information to its Affiliates, or its or their Authorized Parties, as allowed hereunder, the Receiving Party shall advise such Affiliates and/or Authorized Parties of the proprietary nature of the Proprietary Information, and either: (x) direct them to abide by the terms of this Agreement; or (y) ensure that they are under written agreement with the Recipient that establishes non-disclosure and limited use restrictions regarding the Proprietary Information that are no less restrictive than those set forth herein. The Recipient agrees to be responsible for any breach of this Agreement by its Affiliates and its or their Authorized Parties.

2.3. Curtiss-Wright and Company agree that Proprietary Information may be disclosed under this Agreement with appropriate restrictive legends provided thereon to the U.S. Government under the provisions of FAR, or similar regulations of other Government agencies limiting use and disclosure, but only to the extent such limited use or disclosure is specifically related to the Purpose. If either party or any of their respective Affiliates or Authorized Parties is requested or required, by interrogatories, subpoena, or similar legal process, to disclose any Proprietary Information, such party agrees to provide the Disclosing Party with prompt written notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order, waive compliance by the Recipient with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the Recipient is, in the opinion of its counsel, legally compelled to disclose such Proprietary Information, the Recipient may disclose such Proprietary Information to the persons and to the extent required without liability under this Agreement and will use best efforts to obtain confidential treatment for any Proprietary Information so disclosed.

2.4. This Agreement shall be effective as of the Effective Date below and shall expire three (3) years after the Effective Date. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice of termination to the other party. The obligation of

confidentiality and non-disclosure with respect to Proprietary Information shall expire on the later of the date: (i) that is five (5) years from the Effective Date below; or (ii) when the Proprietary Information is no longer protected as a trade secret under applicable law.

3. EXPORT CONTROL

Recipient agrees that it will not export, re-export, resell or transfer, or otherwise ship or deliver any Proprietary Information, product, assembly, component or any technical data or software which violates any export controls or limitations imposed by the United States or any other governmental authority, or to any country for which an export license or other governmental approval is required at the time of export without first obtaining all necessary licenses or other approvals. The Recipient shall indemnify and hold the Disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from the failure of the Recipient to comply with this clause and any local, state, provincial, or federal regulations governing the transfer of controlled information or data.

4. MISCELLANEOUS

The Disclosing Party retains all right, title and interest in and to its Proprietary Information and, except as provided herein, no license or other right, express or implied is hereby transferred to the Receiving Party, including any license by implication, estoppel or otherwise, under any copyrights, mask works, trademarks, trade secrets, patents or other proprietary rights now held by, or which may be obtained by, or which is or may be licensable by the Disclosing Party. NEITHER PARTY MAKES ANY WARRANTIES REGARDING ITS PROPRIETARY INFORMATION AND THE PROPRIETARY INFORMATION IS PROVIDED "AS IS". EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ITS PROPRIETARY INFORMATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law. The parties agree to submit to the jurisdiction of the courts located in the Commonwealth of Pennsylvania as appropriate, in litigating any dispute hereunder. Neither party may assign this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, Curtiss-Wright and Company have entered into this Agreement as of the Effective Date set forth below.

Curtiss-Wright Electro-Mechanical Corporation

Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____