

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, dated as of **October 20, 2005** ("Effective Date") and bearing [REDACTED] Contract Number [REDACTED]-NDA, is made in duplicate in the [REDACTED] (hereinafter referred to as the "Agreement"),

BETWEEN

[REDACTED] INC.
a Canadian corporation represented by
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] having a place of business in
the [REDACTED]
(hereinafter referred to as "[REDACTED]")

AND

ROCKWELL COLLINS INC.
a Delaware corporation, having a place of
business in Cedar Rapids, State of Iowa, USA
(hereinafter referred to as "Supplier").

WHEREAS

- (a) [REDACTED] is presently engaged in the development, manufacture and sale of business, commercial and amphibious aircraft or derivatives thereof;
- (b) [REDACTED] and Supplier (hereinafter collectively referred to as "the Parties" or "the Party" as the context may require) wish to communicate and to disclose certain Confidential Information (as defined hereinafter) belonging to, or under the control of, either Party for the purpose of exchanging technical and/or commercial information pertaining to Supplier's Work (as defined hereinafter) and [REDACTED] Aircraft (as defined hereinafter); and
- (c) the Parties wish to protect the Confidential Information so disclosed, and to enable discussions to take place between them freely concerning the subject matter in paragraph (b), the whole in accordance with this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

"**Aircraft**" means the family of [REDACTED] business, regional, commercial or amphibious aircraft programs manufactured, or to be manufactured, and also known under the generic names of, but not limited to, the following: [REDACTED]
[REDACTED] or any other designated and/or trade names, variants or derivatives thereof.

"**Confidential Information**" means all information which the receiving Party obtains from the disclosing Party and which the disclosing Party designates, verbally or in writing, as being confidential or which, by their nature or the circumstances surrounding disclosure, ought to be treated as confidential, whether in oral, visual, written, pictorial or tangible form. For the purpose of this Agreement, Confidential Information includes, but is not limited to, designs, specifications, drawings, prototypes, and bills of material for new and existing products, plans for development of existing and new technologies, photographs, operational data, information regarding materials and constructions, computer firmware and software (whether in machine-readable or human-readable form), manufacturing methods and techniques, quality control and test methods and data, information regarding manufacturing costs and pricing, marketing data and plans, information regarding product applications, systems, practices, methods and other sensitive internal management plans and proposals. Confidential Information disclosed to the receiving Party by any disclosing Party's groups, divisions, subsidiary or affiliate, to which the disclosing Party has ownership rights, is covered by this Agreement.

"**Work**" means any and all products, technologies, services and/or research and development.

1. The Parties hereby agree:
 - 1.1 that the exchange of Confidential Information with each other for the purpose contemplated herein shall be in accordance with the terms and conditions set forth in this Agreement;
 - 1.2 that the term of the present Agreement shall be for a period of [REDACTED] years ("Period") as of the Effective Date. The present Agreement can be renewed;
 - 1.3 to perpetually keep the disclosing Party's Confidential Information strictly confidential;
 - 1.4 to use the disclosing Party's Confidential Information solely for the discussions, evaluation and preliminary definition of the Work or the Aircraft and potentially, throughout the negotiation, execution and performance of a procurement contract;
 - 1.5 to protect the disclosing Party's Confidential Information, whether in storage or in use, with the same degree of care as the receiving Party uses to protect its own Confidential Information against public disclosure, but in no case with any less degree than reasonable care;
 - 1.6 to disclose Confidential Information only to the receiving Party's employees for whom it may be strictly necessary for the purposes contemplated herein, and such disclosure to them shall be made only under conditions of strict confidentiality;
 - 1.7 that the receiving Party shall include, with the permission request, a list of participants, bidders or suppliers to whom the Confidential Information will be disclosed;

- 1.8 that the receiving Party may disclose Confidential Information only to those of its subcontractors for whom it may be strictly necessary for the purposes contemplated herein, provided, however, that such subcontractor shall have executed a confidentiality agreement substantially similar to this Agreement and that the receiving Party has obtained written permission to disclose such information from the disclosing Party prior to the disclosure;
- 1.9 that where in the course of the exchange of information between the Parties, information concerning the personnel of a Party is transferred to the other Party within the scope of this Agreement, and such personnel information is subject to governmental protection where such personnel may be employed, the receiving Party shall comply with all such governmental laws, regulations or other restraints protecting such information and the Parties shall further treat such information with at least the same level of care as "Confidential Information" in this Agreement;
- 1.10 that where any information is subject to a government security classification, the receiving Party shall ensure that such information is protected in accordance with the requirements of such classification;
- 1.11 that the receiving Party shall, under no circumstances, export, re-export or divert any Confidential Information of the disclosing Party without the required license or other governmental approval, when the government of any country or any government agency, having jurisdiction over the export, re-export or diversion of such Confidential Information, shall have required a license or other governmental approval for said export, re-export or diversion. Nothing in this Agreement or in the communications between the

Parties shall be construed as an authorization or assent by either Party to the other Party for the export, re-export or diversion of any such Confidential Information; and

1.12 to promptly notify, in writing, the other Party of any wrongful disclosure of Confidential Information which it becomes aware of.

2. The obligations in this Agreement shall not apply to Confidential Information which:

2.1 is already or hereinafter becomes public domain other than through the fault or negligence of the receiving Party; or

2.2 is lawfully obtained by the receiving Party from a third party with full rights of disclosure; or

2.3 as shown by written records, is already known or available to the receiving Party at the date of receipt of the Confidential Information pursuant to this Agreement, it being agreed however that any non-disclosure obligation which may relate to this Confidential Information independently from this Agreement is not hereby waived in any way; or

2.4 as shown by written records, is independently developed by the receiving Party; or

2.5 is disclosed pursuant to the receiving Party's receipt of a subpoena or other validly issued administrative or judicial demand or request requiring it to disclose Confidential Information, provided the receiving Party shall give the disclosing Party reasonable written notice prior to such disclosure and an opportunity to contest such order, and receiving Party shall comply with any applicable protective order or equivalent.

CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED IN RECIPIENT'S POSSESSION OR PUBLICLY KNOWN BECAUSE IT IS EMBRACED BY MORE GENERAL INFORMATION IN RECIPIENT'S POSSESSION OR BECAUSE IT IS EMBRACED IN GENERAL TERMS IN PUBLICATIONS OR PATENTS.

3. Exchange of Information

3.1 Supplier hereby undertakes to participate in discussions and disclose Confidential Information relating to the Work with [REDACTED] other [REDACTED] participants, bidders or suppliers for the Aircraft, and agrees that [REDACTED] may disclose Confidential Information to such other participant, bidder or supplier on a need to know basis provided, however, that such [REDACTED] participant, bidder or supplier shall have executed a confidentiality agreement substantially similar to this Agreement before disclosure and that Supplier has provided written permission authorizing such disclosure.

3.2 Supplier shall protect and treat as confidential any information disclosed to it by any [REDACTED] participant, bidder or supplier for the Aircraft, the whole in accordance with the terms and conditions contained herein.

3.3 [REDACTED] shall, in no event, be liable for any disclosure of Supplier's Confidential Information by any of [REDACTED] participants, bidders or suppliers for the Aircraft.

4. Each Party understands that the disclosure, or untimely disclosure, of any Confidential Information would be detrimental to the other Party.

5. Each Party shall, upon the request and at the option of the disclosing Party, return all Confidential Information and any copies thereof to the disclosing Party or furnish a certificate of destruction thereof, however, the receiving Party, shall be entitled to retain one (1) copy of Confidential Information for its own internal records.
6. This Agreement shall not be construed as granting or conferring upon the receiving Party, either expressly or implied, any licenses or any rights of ownership in the Confidential Information, or in any invention, patent or copyright to, or related to, the Confidential Information received from the disclosing Party. Without limiting the foregoing, neither Party shall use or convert to its own use, or to any third party's, any Confidential Information unless expressly authorized to do so, in writing, by the disclosing Party.
7. The obligations set forth in this Agreement shall continue in full force and effect whether or not any other agreement to perform work or services is entered into between the Parties.
8. This Agreement shall not constitute, create, give effect to, or otherwise impose or imply, a joint venture, pooling arrangement, partnership or formal business organization of any kind, or any other contract, agreement or arrangement whatsoever. This Agreement shall in no event be construed as a commitment or obligation on [REDACTED] part to negotiate or execute a procurement contract or to order under an executed procurement contract.
9. This Agreement shall benefit and be binding upon the Parties hereto and their respective groups, divisions, subsidiaries and affiliates.
10. Neither Party shall assign this Agreement, or any part hereof, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, each of the Parties hereto and their permitted successors and assigns.


SUPPLIER'S
INITIALS

11. No failure or delay on either Party's part in enforcing any provision of this Agreement shall operate as a waiver hereof, nor, in any way, affect the validity of this Agreement or any part hereof, or the right of any such Party thereafter to enforce each and every provision of this Agreement.
12. Any notice to be given to [REDACTED] under this Agreement shall be given, in writing, to the Director of Global Sourcing by registered mail, facsimile or messenger service, at the following address:

[REDACTED] Inc.
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The date of receipt of any such notice shall be three (3) days after mailing, if delivered by registered mail.

13. Any notice to be given to Supplier under this Agreement shall be given, in writing, to a duly authorized representative of Supplier by registered mail, facsimile or messenger service, at the following address:

Rockwell Collins Inc.
400 Collins Road NE
Cedar Rapids, IA 52498-0001
USA

The date of receipt of any such notice shall be three (3) days after mailing, if delivered by registered mail.

14. Les parties aux présentes ont convenu de rédiger cette entente en anglais. The Parties hereto have agreed to draft this Agreement in English.
15. This Agreement is subject to the internal laws of the Province of Québec, Canada. The Parties irrevocably agree to submit any action, suit or proceeding arising out of, or connected with, this Agreement to the appropriate courts within the district of Montréal, Province of Québec, Canada, which shall have the exclusive jurisdiction to adjudicate any such action, suit or proceeding.
16. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the remaining provisions shall remain in full force and effect. The Parties agree to negotiate, in good faith, a substitute provision after receiving notice from a Party of the invalidity of the original provision.
17. The Parties mutually agree that the terms and conditions set forth in the present Agreement replace and supersede any and all non-disclosure agreement(s) or confidentiality agreement(s) executed between the Parties, including non-disclosure agreements [REDACTED], [REDACTED] and [REDACTED]; save and except any confidentiality agreement(s) executed between the Parties for the purposes of [REDACTED]
[REDACTED].
18. In the event that a non-disclosure agreement and/or confidentiality agreement references any one of [REDACTED]'s family of business aircraft programs, the Parties further agree that the present Agreement shall not replace and/or supersede the referenced [REDACTED] aircraft program. In such an event, the terms and conditions of the non-disclosure and/or confidentiality agreement shall remain in full force and effect, and unaffected by the present Agreement with regards to the referenced [REDACTED] program only.

IN WITNESS WHEREOF the Parties have signed this Agreement:

ROCKWELL COLLINS INC.

DATE: 8 November, 2005

NAME: John W. Harris
TITLE: Manager, Contracts

[REDACTED] INC.
[REDACTED]
[REDACTED]

DATE: 16 November 2005

[REDACTED]
NAME: [REDACTED]
TITLE: Vice President, Supply Chain

[REDACTED]