



CHAMPION AEROSPACE LLC
P.O. Box 686 • Liberty, SC 29657

PROPRIETARY INFORMATION AGREEMENT

This Agreement is dated as of _____, by _____,
a _____, located at _____ (“Recipient”)
in favor of Champion Aerospace LLC, a Delaware corporation, with a mailing address of P.O. Box
686, Liberty, South Carolina 29657 (“Champion”).

WHEREAS, Champion has developed or possesses or intends to develop information and other data of a proprietary nature, which may or may not be patentable or constitute the basis of patentable inventions, related to the design and manufacture of igniters, transformer-rectifier units, and ignition products for aviation and industrial applications and ceramic products.

WHEREAS, Champion wishes to enter into a business relationship with, or evaluate the possibility of a business relationship with, Recipient. In furtherance of such activities, Champion may disclose to Recipient certain proprietary information.

NOW, THEREFORE, for good and valuable consideration, Recipient agrees as follows:

1. **Proprietary Information.** All information provided by Champion to Recipient will be Proprietary Information. Proprietary Information includes, without limitation, concepts, software, samples, reports, customer lists, pricing information, financial information, studies, findings, inventions and ideas of Champion. The Proprietary Information to be disclosed is solely within Champion’s discretion. This Agreement does not limit Champion’s right to disclose Proprietary Information to a third party.
2. **Duty of Confidentiality.** Proprietary Information disclosed to Recipient hereunder may be used by it only for the purpose described herein, unless Champion expressly agrees in writing. Recipient agrees to keep such Proprietary Information in confidence and disclose it only to:
 - a. employees of Recipient who have a business need to know such Proprietary Information and who understand their obligations to maintain the proprietary status of the Proprietary Information and restrict its use solely to the purpose specified herein or
 - b. persons under contract to provide services to Recipient who have a business need to know such Proprietary Information, if such contract includes confidentiality obligations consistent with the provisions hereof.

3. **Exceptions to Duty of Confidentiality.** Recipient will not be liable for use or disclosure of any such information that:
 - a. was in the public domain at the time it was received by Recipient or thereafter enters the public domain without breach of this Agreement;
 - b. was known to Recipient at the time of disclosure, but only if such knowledge can be demonstrated by written documentation existing prior to the time of disclosure;
 - c. becomes known to Recipient without similar restrictions from a source with a right to disclose such information and who owes no obligations of confidence to Champion.

If Recipient is required pursuant to a legal action or government regulations to disclose Proprietary Information, Recipient shall promptly notify Champion, and, upon Champion's request, cooperate with Champion in contesting such disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, Recipient will not be liable in damages for any disclosure pursuant to legal action or government regulations.

4. **Export Compliance.** Recipient shall not disclose any Proprietary Information, either within its organization or outside its organization, in contravention of the export or other laws and regulations of the United States. Such export regulations prohibit the exportation from the United States of certain commodities and technical data relating thereto unless the exporter has received prior to export a validated export license. Recipient gives its assurance to Champion that Recipient will not export directly or indirectly any Proprietary Information provided by Champion hereunder unless and until authorization is obtained from the applicable U.S. Government agency, if required.
5. **No License; Ownership of Intellectual Property.** No license to use any information (except as specifically permitted by paragraph 2), or under any intellectual property right of Champion, is granted or conveyed by disclosure of Proprietary Information hereunder, nor will any disclosure constitute any representation, warranty, or inducement by Champion to Recipient with respect to infringement or misuse of intellectual property rights of others. All Proprietary Information disclosed hereunder will remain Champion's property and must be returned to it or destroyed promptly at its request, together with all copies made thereof by Recipient. Upon Champion's request, Recipient shall send Champion a certificate indicating that the requested destruction has occurred.
6. **Indemnity; Survival.** Recipient shall be liable to Champion and shall indemnify, defend and hold Champion harmless for any damages, awards, liabilities, costs and/or attorney fees resulting from any breach by Recipient of the confidentiality obligations hereof, which survive the performance, completion, expiration and/or termination of this Agreement indefinitely.

7. **Governing Law.** This Agreement will be governed by South Carolina law (other than choice of laws). Recipient hereby waives any objection it may have and agrees to personal jurisdiction and venue in the State of South Carolina, State and Federal Courts.
8. **No Joint Venture.** This Agreement is not intended to be, nor shall it be construed as, a joint venture, partnership, or other business organization; and neither party has any right or obligation to share any profits or bear any losses of the other party under any contract or subcontract performed in conjunction herewith.
9. **Assignment.** Recipient may not assign its rights or obligations hereunder without Champion's prior written consent. Any assignment without consent will be null and void.
10. **Amendment.** This Agreement may not be amended or modified, and no provision of this Agreement may be waived, unless such amendment, modification, or waiver is in writing and has been signed by the parties.
11. **Termination; Survival.** This Agreement will be effective as of the date hereof and governs the disclosure of Proprietary Information relating to the subject matter hereof until it is terminated by either party, but no such termination will affect Recipient's obligations hereunder with respect to information disclosed prior to its termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

_____ Champion Aerospace LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____