



A new beginning with a world wide potential

PROPRIETARY INFORMATION AGREEMENT

**In connection with the possible business venture ("Transaction") between New Phoenix Aerospace ("New Phoenix Aerospace") and _____
Located at: _____**

("Receiving Party"), New Phoenix Aerospace will furnish to Receiving Party certain information which is non-public, confidential or proprietary in nature concerning New Phoenix Aerospace and its business plans. This information furnished to Receiving Party, together with all analyses, compilations, studies or other documents prepared by Receiving Party, or by its agents, representatives (including attorneys, accountants and financial advisors) or employees which contain or otherwise reflect such information for its review, is hereinafter referred to as the "Proprietary Information". The purpose of this agreement (the "Agreement") is to set forth the understandings between New Phoenix Aerospace and Receiving Party concerning the Proprietary Information. Accordingly, in consideration of New Phoenix Aerospace and the Receiving Party exchanging Proprietary Information, the Receiving Party will agree that:

1. The Proprietary Information will be kept confidential and shall not, without New Phoenix Aerospace's prior written consent, be disclosed by Receiving Party, or by its affiliates, agents, representatives, or employees in any manner whatsoever, in whole or in part, and shall be used by Receiving Party or its affiliates, agents, representatives or employees, solely for the purpose of evaluating the Transaction. Moreover, Receiving Party agrees to reveal the Proprietary Information only to its affiliates, agents, representatives and employees who

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need to know the Proprietary Information for the sole purpose of evaluating the Transaction and who are informed by Receiving Party of the confidential nature of the Proprietary Information.

2. Without New Phoenix Aerospace's prior written consent, Receiving Party and its affiliates, agents, representatives or employees will not disclose to any person or entity the fact that the Proprietary Information has been made available to Receiving Party, that discussions or negotiations are taking place concerning a possible Transaction involving New Phoenix Aerospace, or any of the terms, conditions or other facts with respect to any such possible Transaction including the status thereof or the subject matter of this Agreement.

3. Upon New Phoenix Aerospace's request, Receiving Party will promptly return to New Phoenix Aerospace all copies of all Proprietary Information furnished to Receiving Party and will destroy all analyses, compilations, studies, and other material prepared by Receiving Party based in whole or in part on such Proprietary Information. In the event the Transaction with Receiving Party is not consummated, Receiving Party shall not use any of the Proprietary Information for any purpose without the prior written consent of New Phoenix Aerospace.

4. This agreement shall not apply to information which:
- (a) Is already known by Receiving Party prior to the date of this Agreement as shown by clear and convincing evidence;
 - (b) Is or becomes publicly known through no wrongful act of Receiving Party;
or
 - (c) Is rightfully received by Receiving Party from a third party without restriction and without breach of this Agreement.

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5. New Phoenix Aerospace has endeavored to include in the Proprietary Information those materials which it believes to be reliable and relevant for the purpose of its evaluation by Receiving Party. Receiving Party acknowledges that New Phoenix Aerospace makes no representation or warranty as to the accuracy or completeness of the Proprietary Information and Receiving Party agrees that neither New Phoenix Aerospace nor any of its affiliates nor any of its or their agents, representatives or employees shall have any liability to Receiving Party or its representatives resulting from the use or content of the Proprietary Information. Only the representations and warranties and such other terms and conditions as may be set forth in a definitive agreement relating to the Transaction shall have any legal effect.

6. In the event that Receiving Party or anyone to whom Receiving Party transmits the Proprietary Information pursuant to this Agreement becomes legally compelled to disclose any of the Proprietary Information, Receiving Party will provide New Phoenix Aerospace with prompt notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that New Phoenix Aerospace waives compliance with the provisions of this Agreement, Receiving Party may disclose such Proprietary Information to the extent compelled to do so, in the written opinion of its legal counsel, without liability hereunder. Receiving Party agrees that it will use reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

7. This Agreement embodies all the understandings and agreements heretofore had between the parties with respect to the subject matter hereof and may not be changed or terminated except by an instrument in writing signed by the parties. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability

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of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

If the foregoing accurately sets forth our agreement, please so indicate by signing this agreement in the spaces indicated below.

New Phoenix Aerospace

By: _____

Name: Ali Ezami

Title: General Manager

Date:

By: _____

Title:

Date:

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