

NONDISCLOSURE AGREEMENT No. CTR-ICE-00040618

DATED:

PARTIES:

Rolls-Royce plc, a company registered in England (company number 1003142) whose registered office is at 62 Buckingham Gate, London, SW1E 6AT ("**R-Rplc**");

and

UKAD, a company organised and existing under the laws of France having its principal place of business at RD 62 - La Croix de Biolet, 63780 Saint Georges de Mons, France ("**Supplier**").

The entities listed above are referred to individually as a "Party" and together as "Parties."

BACKGROUND:

(A) Each of the Parties possesses certain Proprietary Information that it is willing to provide to the others.

(B) The Parties are willing to exchange Proprietary Information pursuant to the terms of this Agreement for the Purpose (as defined below).

AGREED TERMS:

1. DEFINITIONS

1.1 In this Agreement:

“**Effective Date**” means 4th June 2018.

“**Proprietary Information**” includes the terms of this Agreement, any confidential commercial, financial, technical or operational information, and any intellectual property not publicly known or available, which by its nature is confidential, and information that has been or may be disclosed or otherwise made available in whole or in part to a receiving Party or any Representative in any form or medium. Such information may include hardware, software, component design, manufacture, inspection, and/or repair and overhaul, business information relating to supplies, pricing, costs, profits, business plans and strategies, customer or vendor lists and legal or financial advice. Documents containing Proprietary Information should be marked as “Proprietary,” and for non-US purposes, the terms “Confidential” may be used instead however, the Parties agree that such information exchanged under this Agreement will be considered Proprietary Information, even if it is inadvertently not marked as such; and

“**Representative**” means any one or more directors, officers, employees and temporarily contracted personnel of the above companies and any of the Rolls-Royce group companies excluding its joint venture companies.

2. PURPOSE

The Parties agree to disclose certain of their Proprietary Information and to protect the Proprietary Information disclosed to them for the following purpose (the “Purpose”):

To allow the parties to exchange technical and commercial information relating to titanium alloys for the purpose of discussing future business opportunities and to allow for quotations.

3. THIRD PARTY DISCLOSURE

No Party shall disclose Proprietary Information of any other Party to any third party without prior written approval of the disclosing Party.

4. PERMISSIBLE USE

4.1 Proprietary Information may only be used by the receiving Party for the Purpose, unless otherwise expressly permitted in writing by the disclosing Party. The receiving Party will, at its sole cost and expense, ensure that the nondisclosure obligations of this Agreement are known, understood by and complied with by all recipients of the Proprietary Information including its Representatives permitted to receive the Proprietary Information. The receiving Party will be liable for any and all breach of confidence including any breach by its Representatives. The receiving Party may only disclose Proprietary Information to such of its employees and Representatives as are directly concerned with the Purpose and whose knowledge of the Proprietary Information is necessary for the Purpose.

4.2 Nothing in this Agreement will oblige any Party to this Agreement to furnish or receive from any other Party any particular Proprietary Information. All Proprietary Information and any related intellectual property rights (including any arising from the receiving Party's use of the disclosing Party's Proprietary Information) will remain the property of the disclosing Party.

4.3 The receiving Party's obligations will be in addition to and not in substitution for its duties under the applicable law.

5. EXCEPTIONS

Proprietary Information does not include information which, as evidenced by written records, can be shown to be:

- (a) in the public domain at the time of receipt by the receiving Party through no fault of the receiving Party;
- (b) lawfully received by the receiving Party from a third party who is without an obligation of nondisclosure;
- (c) is developed by the receiving Party independently of the Proprietary Information, as established by extrinsic evidence; or
- (d) known by the receiving Party at the time of receipt.

6. COMPELLED DISCLOSURE

If the receiving Party or any of its Representatives believes it is required by law or is otherwise obliged, to disclose any Proprietary Information to any third party for any reason, the receiving Party will provide the disclosing Party with immediate written notice of such requirement or obligation (together with a copy of any relevant access request, court order, or other evidence giving rise to such belief) to enable the disclosing Party to seek appropriate protective relief and/or to take steps to resist or narrow the scope of any required disclosure. The receiving Party will co-operate with the disclosing Party with respect to such matters and will in any event ensure disclosure only of such Proprietary Information as it has ascertained, after taking legal advice, it is legally compelled to disclose, and will ensure to the best of their ability that all Proprietary Information so disclosed is accorded confidential treatment in terms of this Agreement. The receiving Party will always notify the disclosing Party in writing of the means, content and timing of such disclosure prior to such disclosure being made.

7. REMEDIES AND NO WAIVER

Without prejudice to any other rights and remedies the disclosing Party may have, the receiving Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the provisions of this Agreement by the receiving Party or its Representatives and accordingly, the receiving Party agrees that the disclosing Party may be entitled, without proof of special damage, to the remedies of injunction, specific performance and other equitable relief. The rights and remedies of the Parties will not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the disclosing Party to the receiving Party or its Representative nor by any failure of or delay by the disclosing Party in ascertaining or exercising any such rights or remedies.

8. TERM AND SURVIVAL

This Agreement will expire automatically five (5) years from the Effective Date of this Agreement. Notwithstanding the expiry of this Agreement, the nondisclosure obligations of the receiving Party with respect to Proprietary Information shall survive into perpetuity or until the Proprietary Information falls into the public domain through no fault of the receiving Party. Clauses 3-7, 8, 10, 12, 17-20 will also survive the expiry of this Agreement.

9. COPIES

The Parties will make only such copies or duplicates of any Proprietary Information as are necessary for the Purpose(s) contemplated under this Agreement. All copies will be maintained in confidence in the same manner as the originals from which the copies were made.

10. RETURN/DESTRUCTION

Upon expiry of this Agreement, the receiving Party will destroy, or return upon request, any Proprietary Information, including all copies, belonging to the other Party. The receiving Party acknowledges that it has no rights of use in or to such Proprietary Information after the expiration date.

11. PRESERVATION OF MARKINGS

The receiving Party will maintain and reproduce on all copies (including electronic documents), the proprietary markings and other legends contained on the Proprietary Information, and the receiving Party will not add any further markings to such Proprietary Information without the prior written consent of the disclosing Party.

12. REPRESENTATION AND WARRANTY

Each Party represents and warrants that it has the power to enter into and the right to make the disclosures contemplated by this Agreement. Except as permitted in Clause 9, no license under any patent, trademark, copyright, trade secret is granted or conveyed by any disclosure of Proprietary Information hereunder, nor will such a disclosure constitute any representation, warranty, assurance, guarantee, or inducement by the disclosing Party to the receiving Party with respect to any third party patent or other third party rights.

13. ASSIGNMENT OR TRANSFER

No Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party(ies) and such consent will not be unreasonably withheld.

14. EXPORT

The Parties acknowledge that any Proprietary Information provided or received under this Agreement may be subject to government export control laws and regulations and each of the Parties agrees that it will strictly comply with all applicable requirements under such laws and regulations. As such, each Party warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any Proprietary Information without complying in all respects with the applicable export control legislation, codes of conduct, the relevant export license(s), guidelines, notices and/or instructions in relation to any such export or transfer of Proprietary Information.

15. STANDARD OF CARE

The receiving Party will protect the Proprietary Information obtained under this Agreement against accidental and unauthorized disclosure by exercising the same reasonable precautions as it usually takes to preserve and safeguard its own Proprietary Information of like importance but at least the degree of care customarily applied in the industry and with due regard to the nature of the information disclosed.

16. TRADEMARKS

Neither Party will use any trademark, service mark, logo or any corporate or business name of the other Party.

17. LEGAL NOTICES

All legal notices must be written in English and will be sent by registered or certified mail to the Parties at the addresses listed above for the attention of the company officer in charge of legal affairs or its approved and/or registered agent. Legal notices will not be effective if sent by fax. Any notice or communication in connection with this Agreement will be deemed to be given as follows: (a) if delivered in person, at the time of delivery; and (b) if sent by commercial courier service or registered or certified mail, on the date and at the time of signature of the delivery receipt.

18. AMENDMENT

This Agreement may not be changed, modified, released, discharged, abandoned, or assigned (in whole or in part) except by an instrument in writing signed by an authorized representative of each Party hereto.

19. MERGER AND SEVERABILITY

This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous or collateral agreements, negotiations, commitments, representations or understandings between the Parties with respect to this Agreement and the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

20. LIABILITY

Nothing in this Agreement will limit or exclude a Party's liability for fraud or any other liability that cannot be limited or excluded by law.

21. LAW AND JURISDICTION

This Agreement is governed by and will be construed in accordance with the laws of England and the English courts will have jurisdiction to settle any dispute arising out of or in connection with this Agreement or the legal relationships created by it, and each Party submits to the exclusive jurisdiction of the English courts with respect to such disputes.

UKAD irrevocably appoints Eramet Alloys UK Ltd, currently of Unit 10 President Buildings, Saville Street, Sheffield, S4 7UQ, England or its registered office from time to time, as its process agent under this Agreement for service of process in any proceedings before the English courts. Service of process will be deemed complete on delivery to such agent (whether or not it is forwarded to and received by UKAD). If any person appointed as process agent is unable for any reason to act as agent for service of process, UKAD must immediately appoint another agent. Failing this, any of the Rolls-Royce companies which is a Party to this Agreement may appoint another agent for this purpose. UKAD agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This clause does not affect any other method of service allowed by law.

Signed by or on behalf of the Parties on the date shown on page 1.

Rolls-Royce plc:

By: .....
(Signature)

R. LINDLEY
.....
(Print Name)

GLOBAL COMMODITY
.....
(Title) MANAGER

UKAD:

By: .....
(Signature)

P. K. DE LABONDE
.....
(Print Name)

UKAD VP Sales 16 5th of Jun 2018
(Title)