

**MUTUAL
NON-DISCLOSURE & BUSINESS AGREEMENT**

No 220518-A1

This CONFIDENTIAL MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as **MAY 22 2018** between;

CS COMPOSITES SOLUTIONS Sdn Bhd referred to as "PARTY-1" with registration office at 167, Jalan S2 C6, Green Technology Park 70300 Seremban, Negeri Sembilan in Malaysia

And

INTERNATIONAL ARMOUR Co., referred to as "PARTY-2" with Hellenic Republic registration/taxation Number EL 043083741 and with registration address the Hellenic Republic (Greece),

Where, the parties wish to explore a business opportunity of mutual interest in DEFENSE, SECURITY and SAFETY INDUSTRY (PRODUCTS & SERVICES for GOVERNMENTAL ORGANIZATIONS, MILITARY, SPECIAL FORCES, PRIVATE MILITARY, SECURITY AND MARITIME SECURITY COMPANIES IN WORLDWIDE BASIS) and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

1. "Confidential Information": Any information disclosed by either party to the other party or by third parties, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

2. Non-use and Non-disclosure: Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties.

Neither party shall disclose any Confidential Information of the other party to third parties.

If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained.

Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

3. Maintenance of Confidentiality: Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party.

Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

4. No Obligation: Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

5. No Warranty: ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

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6. Return of Materials: All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

7. No License: Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

8. Term: The obligations of each receiving party hereunder shall survive for a period of ten (10) years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

9. Miscellaneous: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Any attempted assignment in violation of this Section will be null and void.

This Agreement shall be construed, subject to, interpreted, and enforced in accordance with the Swiss Law of Obligation. Any differences or disputes arising from or in connection with this Agreement, its interpretation, realization, or termination hereof, and which the Parties cannot settle within a reasonable period and in an amicable manner, shall be settled in accordance with the Rules of Arbitration of the Arbitration Tribunal of the International Chamber of Commerce in Paris, by one or three arbiters appointed pursuant to the said Rules. The arbitration shall convene in Geneva and the arbitration proceedings shall be conducted in the English language.

This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.

A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision.

This Agreement may not be amended, nor any obligation waived, except by a written document signed by the duly authorized representatives of both Parties.

ELECTRONIC SIGNED/STAMPED COPY OF NDA/BUSINESS AGREEMENT OR ANY APPENDIX OR ADDENDUMS OR ANNEXES IS ACCEPTED BY BOTH PARTIES AS VALID AND IN FULL FORCE.

PARTY-1



Mr. Frederic Kerbaum
CEO



PARTY-2



Mrs Dimitrios ZAFEIRAKIS
Managing Director



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By signing this MUTUAL NDA/BUSINESS AGREEMENT you accept it in all mentioned terms and clauses
END OF DOCUMENT