



Life shield

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement is made on March 21, 2018, by and between (“Life Shield”) and the undersigned party (“Undersigned”) (collectively, the “Parties”; or individually, a “Party”). For each of Life Shield and the Undersigned, their respective affiliates, as defined as entities with the same controlling beneficial ownership as such Party, shall be construed to be included in the definition of Life Shield and the Undersigned, respectively.

The Parties are engaged in activities or discussions relating to and for the purpose of a current or proposed business relationship (the “Opportunity”, as further defined in this Agreement) that will likely involve disclosure of confidential and proprietary information to one another.

Undersigned Company Name : International Armour Co.
Address: Defense & Safety NCAGE G2181 UNGM 400640 EOR# GR 043083741

IN CONSIDERATION of that disclosure of information and the provisions of this Agreement, the Parties agree that Proprietary Information (as defined below) provided by the disclosing party (“Disclosing Party”) to the receiving party (“Recipient”) will be subject to the following terms and conditions:

1. “Proprietary Information” means any information which (a) has been identified as confidential by the Disclosing Party, or (b) given the circumstances surrounding disclosure, should in good faith be treated as confidential including, but not limited to, information that relates to Disclosing Party’s business, affairs, products, development, strategy, and/or intellectual property. Proprietary Information may be obtained in visual, oral, written or electronic form, through any direct or indirect contact with Disclosing Party. All financial information exchanged between the Parties is hereby deemed to be Proprietary Information and shall need no identification or legend to be protected. The Parties also agree to protect not only Proprietary Information as defined above, but also any other sensitive and/or confidential information obtained or discovered in the event of a site visit to the other Party’s offices or facilities, when it is reasonably apparent that such information is confidential. Information communicated orally will be considered Proprietary Information if such information is confirmed in writing as being Proprietary Information within a reasonable time (which shall in no event exceed thirty (30) calendar days) after the initial disclosure.
2. Proprietary Information does not include information that the Recipient can establish was: (a) was in its possession prior to receipt or disclosure hereunder; (b) was or became public knowledge through no fault of the Recipient; (c) was lawfully disclosed to the Recipient by a third party through no breach of any obligation of confidentiality owed to the Disclosing Party; (d) furnished by the Disclosing Party to the U.S. Government with “unlimited rights”; or (e) was disclosed as required by judicial action, provided that Recipient provides timely prior written notice to Disclosing Party of the required disclosure and provides reasonable assistance, at Disclosing Party’s request and expense, in contesting such disclosure within the timeframe allotted by the governing rules. If any portion of a Party’s Proprietary Information falls within any one of the above exceptions, the remainder shall continue to be subject to the foregoing prohibitions and restrictions.
3. Recipient shall notify the Disclosing Party, in writing, after the Recipient becomes aware of any unauthorized use, disclosure, or theft of the Proprietary Information and shall identify the Recipient’s actions to contain and prevent further unauthorized use, disclosure, or theft of the Proprietary Information.
4. Recipient will use the Proprietary Information solely in connection with the Opportunity and for no other purpose whatsoever. Recipient may disclose the Proprietary Information only to its employees, directors, officers or consultants who have a bona fide need-to-know in connection with the Opportunity. Each employee, director, officer or consultant to whom Proprietary Information is disclosed must have written or legal confidentiality obligations to the Recipient, which are no less stringent than the provisions of this Agreement.
5. Except as provided herein, each Party will hold in confidence and not disclose the other Party’s Proprietary Information to any person or entity without the prior written consent of the other Party and will take all commercially reasonable measures to protect the Proprietary Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect Recipient’s own most valuable Proprietary Information. The Recipient shall only make such copies of the Disclosing Party’s Proprietary Information as are reasonable and necessary in carrying out its activities under this Agreement. The Parties shall not disclose any U.S. Government classified information in any manner that violates applicable law and regulations.
6. The Parties agree that the nondisclosure obligations of this Agreement shall expire two (2) years from the date of disclosure of Proprietary Information by a Disclosing Party. This Agreement shall become effective the earlier of the date set forth above or as of the date Proprietary Information is first made available to the other Party.

Either Party may withdraw from the Agreement by giving ninety (90) days' notice in writing to the other Party at which point this Agreement will be deemed to have been terminated but both Parties shall remain bound by the nondisclosure obligations herein.

7. The Recipient may, in furtherance of the Parties' mutual objectives, incorporate Proprietary Information received under this Agreement in a proposal, report, or other submittal to the U.S. Government provided the Proprietary Information disclosed to the Government bears the appropriate legends in accordance with this Agreement and as permitted by Government regulations. The Recipient may only disclose Proprietary Information received to any other third party with Disclosing Party's prior written consent and further provided said third party agrees to protect such Proprietary Information and executes an agreement with Disclosing Party substantially similar to this one.

8. Technical data exchanged under this Agreement may be subject to United States export control laws and regulations such as the ITAR or the EAR. Accordingly, the Parties agree to strictly abide by all applicable U.S. export control laws and regulations governing the transfer, export, or re-export of technical data. Each Party represents and warrants that it shall not transfer the Disclosing Party's technical data directly or indirectly to any individual or any other entity (including specifically any foreign national, or any foreign national employees of the Recipient) without first complying with applicable U.S. export laws and regulations. The Recipient shall indemnify and hold harmless the Disclosing Party from all claims arising from the Recipient's failure to comply with this clause or applicable U.S. export control laws. This provision shall survive the termination of this Agreement.

9. Proprietary Information disclosed hereunder shall at all times remain, as between the parties, the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Proprietary Information. The Proprietary Information is provided "as-is" and Disclosing Party makes no warranties, express or implied, with respect to the Proprietary Information and hereby expressly disclaims any and all implied warranties.

10. All Proprietary Information made available to the Recipient, including copies thereof, shall be returned to the Disclosing Party upon request. The Recipient may retain one (1) legal copy for archival purposes. In lieu of the return of Proprietary Information, the Recipient may destroy the information and provide the Disclosing Party with a signed Certificate of Destruction. To the extent that Recipient's computer back-up or archiving procedures create copies of the Proprietary Information, Recipient may retain such copies for the period it normally archives backed-up computer records so long as such copies are not readily accessible and are not used or consulted with for any other purpose, which copies shall be subject to this Agreement until destroyed or no longer deemed Proprietary Information.

11. The disclosure of Proprietary Information by Recipient will cause significant injury to Disclosing Party that cannot be entirely remedied by the payment of damages. Disclosing Party shall be entitled to seek equitable relief, including injunction, court order, and/or specific performance, as a remedy for such breach. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement, but shall be in addition to any and all other remedies available at law or equity. The Recipient agrees to be responsible for all costs, including but not limited to attorney fees, incurred by the Disclosing Party in any action enforcing the terms of this Agreement. The Recipient shall promptly advise the Disclosing Party in writing of any unauthorized use or disclosure of Proprietary Information of which the Recipient becomes aware and shall provide reasonable assistance to the Disclosing Party to bring about the cessation of such unauthorized use or disclosure.

12. This Agreement does not create any agency, partnership, or joint venture between the Parties. Notices under this Agreement shall be sent to the address or email address and individuals specified below. This Agreement shall be binding upon and inure to the benefit of each

of the Parties and/or their respective successors or assigns; provided however, neither Party may assign or transfer its interest or delegate its duties without the other Party's prior written consent, not unreasonably withheld. Neither Party has any obligation under this Agreement to purchase any item or service from the other Party. No consent or waiver to or of any right, remedy, or breach shall constitute a consent or waiver to or of any other right, remedy, or breach in the performance of the same obligation or any other obligation under this Agreement. This Agreement contains the entire understanding of the Parties regarding confidentiality. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting, and any rule of construction that a document shall be construed against the drafting party shall not be applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute, controversy or claim arising out of, or relating to, this Agreement or its validity, construction or performance (except in the event of either Party seeking to obtain injunctive relief in accordance with paragraph 11 above) shall be referred to arbitration and finally settled under the Rules of the DIFC-LCIA, which Rules are incorporated by reference into this clause. The number of arbitrators shall be three, one each to be nominated by the respective parties and the third, who shall be the chairman of the tribunal, to be appointed by the LCIA Court. The seat of the arbitration shall be the Dubai International Financial Centre (although if the Parties agree, hearings may be held elsewhere) and the language of the arbitration shall be English. The Parties waive any right to refer points of law or to appeal to the courts, to the extent that such waiver can validly be made. Any requirement in the Rules to take account of the nationality of a person considered for appointment as an arbitrator shall be disappled and a person shall be nominated or appointed as an arbitrator (including as Chairman) regardless of his nationality. If any part of this Agreement is found to be invalid, illegal or otherwise unenforceable by any court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Agreement. The Parties or the court shall substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when executed by a duly authorized representative of each party. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to an electronic mail message, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the representatives of the Parties have signed below, each representing that they have the authority to sign on behalf the respective Party.

Undersigned: Life Shield EST

Signature
HISHAM ALJAMAAN

Printed Name
CHAIRMAN

Title
APRIL 23RD, 2018

Date



Undersigned: INTERNATIONAL ARMOUR CO.

Signature
DIMITRIOS ZAFEIRAKIS

Printed Name
DIRECTOR

Title
APRIL 23RD, 2018

Date

