

## NON-DISCLOSURE AGREEMENT

Effective this 4th day of April 2013 (the "Effective Date") DEKA Research & Development Corp., a New Hampshire, USA corporation with offices at 340 Commercial St., Manchester, NH, 03101, USA ("DEKA"), and Jeffrey Epstein, with an address at \_\_\_\_\_, (hereafter "RECIPIENT"), agree as follows:

1. On the terms stated in this Agreement, DEKA intends to disclose Confidential Information to RECIPIENT for RECIPIENT to use for the sole purpose of evaluating a potential business relationship with DEKA (the "Purpose").
2. As used in this Agreement, "DEKA Confidential Information" means non-public information about DEKA and DEKA's affiliates' business, products, and ongoing development projects, including without limitation business plans, drawings, specifications, designs, engineering data, manufacturing data, marketing data, and/or prototypes. DEKA may disclose DEKA Confidential Information under this Agreement in oral, visual or written form.
3. RECIPIENT shall maintain the confidence of all DEKA Confidential Information that RECIPIENT receives under this Agreement. RECIPIENT shall not, directly or indirectly, disclose and/or reveal to third parties the DEKA Confidential Information except when expressly authorized in writing by DEKA.
4. RECIPIENT shall not use any DEKA Confidential Information except for the Purpose identified above.
5. RECIPIENT will use at least the same degree of care to safeguard DEKA Confidential Information that RECIPIENT uses to safeguard RECIPIENT's own confidential information, and in any event not less than a reasonable degree of care. RECIPIENT shall limit access to DEKA's Confidential Information to RECIPIENT's own employees, agents or representatives who have a direct "need to know" for the Purpose and who are bound by written agreement with RECIPIENT to maintain the confidentiality by terms of nondisclosure no less restrictive than those contained herein.
6. RECIPIENT shall, upon DEKA's request, return to DEKA, all written or otherwise recorded DEKA Confidential Information (including copies, if any).
7. This Agreement shall become effective when signed by both parties and shall apply to disclosures made from Effective Date through one year after the Effective Date. RECIPIENT's obligations to maintain the confidence of DEKA Confidential Information shall survive the termination of this Agreement for a period extending to five (5) years from the date of disclosure under this Agreement.
8. This Agreement shall not apply to any DEKA Confidential Information that (i) becomes a matter of public knowledge or otherwise enters the public domain through no fault of RECIPIENT, or (ii) is disclosed to RECIPIENT by a third party, as shown by RECIPIENT'S business records, provided that such third party was not breaching any agreement or any confidential relationship in doing so and otherwise properly obtained such information.
9. If RECIPIENT is compelled by any court or governmental order to reveal DEKA Confidential Information, RECIPIENT shall promptly notify DEKA and, if requested by DEKA, RECIPIENT shall cooperate with DEKA to attempt to obtain a protective order. Provided RECIPIENT has complied with the foregoing, RECIPIENT's compliance with such a court or governmental order shall not be a violation of this Agreement.
10. RECIPIENT shall promptly notify DEKA if RECIPIENT becomes aware of any RECIPIENT disclosure or misuse of DEKA Confidential Information in violation of this Agreement.
11. DEKA does not hereby grant RECIPIENT any license or other rights by disclosure of DEKA Confidential Information hereunder. DEKA makes no representation or warranty to RECIPIENT regarding DEKA Confidential Information disclosed hereunder.

12. This Agreement is the entire agreement of the parties with respect to disclosures of DEKA Confidential Information hereunder. This Agreement may only be modified by a written amendment signed by both parties.
13. Delaware, USA law governs this Agreement. In addition to any remedies available at law, DEKA shall be entitled to equitable remedies, including without limitation specific performance and temporary and permanent injunctions, in the event of any breach or threatened breach of this Agreement.

IN WITNESS WHEREOF DEKA Research & Development Corp. and RECIPIENT have signed this NON-DISCLOSURE AGREEMENT.

DEKA Research & Development Corp.

By: \_\_\_\_\_  
Stephen Hermans, Corporate Counsel  
Date: April \_\_\_\_, 2013

\_\_\_\_\_  
Jeffrey Epstein  
Date: April\_\_\_\_\_, 2013