# **EXHIBIT A**

Exhibit C - NONDISCLOSURE AGREEMENT

NOW THEREFORE, both parties hereby agree as follows:

1. The parties agree to use reasonable care to hold in confidence and not disclose to other parties, any Confidential Information and/or Trade Secrets exchanged hereunder. Each party's obligations to use reasonable care shall be considered satisfied if it uses the same degree of care to protect and avoid disclosure of Confidential Information and/or Trade Secrets received hereunder as it uses to protect and avoid disclosure of its own Confidential Information and/or Trade Secrets. The parties further agree to not use Confidential Information and/or Trade Secrets disclosed by the other party for its own benefit, for the benefit of others, or for any purpose other than the intended purpose of this Agreement. The party receiving the Confidential Information and/or Trade Secrets will continue to protect the information for a period of three (3) years beyond the termination of this agreement. This clause shall survive termination.
2. For the purpose of this Agreement, "Confidential Information and/or Trade Secrets" shall mean information received by one Party from the other which is marked as "Confidential", "Company Confidential," "Company Private," "Company Proprietary," and/or "Proprietary." Confidential Information and/or Trade Secrets shall include, but is not limited to, certain technical data and concepts; performance; business strategy; financial; contractual; and other data generally considered by that party to be confidential.
3. Written information exchanged between the parties shall be considered Confidential and/or Trade Secrets for the purpose of this Agreement only if such information is clearly marked with an appropriate stamp or legend. Information disclosed in non-written form by either party hereunder shall be considered Confidential Information and/or Trade Secret if the disclosing party informs the receiving party at the time of such disclosure that the information being disclosed is of a Confidential or Trade Secret nature and provides the receiving party with a writing marked with an appropriate stamp or legend which clearly describes the nature and content of the disclosure within fourteen (14) days after such disclosure.
4. All tangible information, including drawings, specifications and other information submitted hereunder, by one Party to the other shall remain the property of the Submitting Party. The Receiving Party promptly shall return Confidential Information, including any and all copies thereof, to the submitting Party, and shall cease any further use thereof, upon the first to occur of the following events: (i) written request of the Submitting Party; (ii) termination of this Agreement; or (iii) completion of the purpose for which the Confidential Information and/or Trade Secrets was disclosed. In lieu of the foregoing, the Receiving Party, upon mutual consent, may destroy all copies of the Confidential Information and/or Trade Secrets and certify to the Submitting Party in writing that it has done so.
5. The parties agree that under no circumstances will information exchanged hereunder be considered to include Confidential Information or Trade Secrets if:

a. such information is in the public domain at the time of disclosure or becomes in the public domain subsequent to disclosure without breach of this Agreement;

b. such information is known to the party receiving it at the time of disclosure and said knowledge can be demonstrated by evidence;

c. such information is used or disclosed with the prior written approval of the owner of such Confidential Information and/or Trade Secrets;

1. such information is properly obtained from a third party without restriction;
2. such information is independently developed by the receiving party.
3. Nothing in this Agreement shall be construed as granting or conferring, either express or implied, any rights, licenses, or relationships under any patent, patent application, copyright, trade secret, know-how, or other intellectual property right of either Party by the furnishing of Confidential Information and/or Trade Secrets exchanged hereunder. This Agreement shall create no obligation by either Party to disclose any particular kind or quantity of information to the other.
4. In the event either party is faced with legal action requiring the disclosure of information received hereunder, it shall notify the other party and upon request of the other party shall cooperate with the other party in contesting such disclosure. Neither party, however, shall be liable for damages resulting from any disclosure made pursuant to the order of a court of competent jurisdiction.
5. The parties to this Agreement shall not disclose any Confidential Information and/or Trade Secrets in any manner contrary to the laws and regulations of the United States of America including but not limited to the Export Administration Regulations and the International Traffic In Arms Regulations. The parties further agree to hold in confidence and not disclose any Confidential Information and/or Trade Secrets received hereunder to any of its employees who are not U.S. Citizens or lawful permanent residents (i.e., Green Card holders) without first obtaining written approval from the disclosing party and complying with all applicable U.S. laws and regulations pertaining to export control.
6. The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Virginia.
7. This Agreement may not be assigned or transferred directly, by merger, or otherwise, in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld. The foregoing shall not apply in the event solely of a change in corporate name.
8. This Agreement shall become effective immediately upon signature by both parties and shall remain in effect for one (1) year from the effective date, which period may be extended by mutual agreement, unless otherwise terminated by mutual agreement of the Parties in writing or by either party upon thirty (30) days written notice. However, the obligations of confidentiality set forth in Paragraph 1, above shall survive the termination of the Agreement.
9. This Agreement contains the entire understanding between the Parties concerning the exchange of Confidential Information and/or Trade Secrets, and supersedes any prior agreements, oral or written. This Agreement may not be modified, except by written amendment duly executed by an authorized representative of each party. All authorizations and notices hereunder shall be forwarded to the signing authority identified below.