NON-DISCLOSURE AGREEMENT

BETWEEN

LEONARDO S.P.A.

AND

R.E.M. S.R.L.

LEONARDO S.p.a., a company duly organized under the laws of Italy, with registered office at Piazza Monte Grappa, 4 - 00195 Rome, Italy, registered with the Companies' Register of Rome, held at the Rome Chamber of Commerce, under No. 00401990585, VAT No. (IT) 00881841001, represented herein by its duly authorized representative Mr. Sisto Silvaggi

<div align="right">(hereinafter referred to as "Leonardo")</div>

<div align="center">AND</div>

R.E.M. S.r.l. a company duly incorporated under the laws of Italy, with registered office in Via Ferruccia 16/A, Patrica (FR), registered with the Companies' Register of Frosinone-Latina under No. 02240470605, represented herein by Mrs. Adele Pace

<div align="right">(hereinafter referred to as "R.E.M.")</div>

Leonardo and R.E.M. are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

<div align="center">RECITALS</div>

A. The Parties contemplate exchanging technical and/or commercial information, as well as documents in respect of the Purpose (as defined in Clause 1 below).

B. In the furtherance of this exchange, the Parties intend to define the terms and conditions of the disclosure of Confidential Information (as defined in Clause 1 below) between themselves, in the light of the Purpose and to establish the rules on the use and protection of such information.

NOW THEREFORE, in consideration of the mutual premises herein set forth, the Parties hereto agree as follows:

1. **DEFINITIONS**

    In this Agreement:

    "Agreement" shall mean this Non-Disclosure Agreement, including the Recitals.

    "Applicable Law" shall mean all laws, regulations, regulatory requirements, directives, orders and codes of practice of any relevant jurisdiction applicable to this Agreement as amended and in force from time to time.

    "Commencement Date" shall mean the date on which this Agreement is signed by both the Parties.

    "Confidential Information" shall mean any sensitive information (regardless of form or format, and including, but not limited to, designs, processes, drawings, specifications, data, trade secrets, software, know-how) in the care, custody or control of a Party which is disclosed to or observed by the other Party which is either regarded by the Disclosing Party as confidential and which is notified to the Receiving Party or is disclosed to or observed by the Receiving Party in circumstances in which the Receiving Party ought reasonably to be aware that the Disclosing Party regards the information as confidential, and, in any case, when disclosed orally or visually, is identified as confidential at the time of disclosure and is promptly (within thirty (30) days at the latest) confirmed and designated in writing as Confidential Information of the Disclosing Party with all protection and restriction as to use and disclosure applying during such thirty (30) days period, and includes but is not limited to:

    (a) any information which is marked 'Commercial in Confidence' or is marked with any other proprietary marking or which is or could be classified matter under the relevant Italian Laws and/or any other law as applicable;

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(b) any information that is protected by a user identification, password or other authentication mechanism; and/or

(c) any information relating to products, technology, processes, specification, invention or design, whether patentable or not, used or developed by the Disclosing Party and trade secrets, knowledge, know-how and information of a commercially sensitive nature; and/or

(d) the planned or actual financial or business affairs of the Disclosing Party or customers of the Disclosing Party.

"Disclosing Party" shall mean that Party which directly or indirectly provides or makes available Confidential Information to the other in connection with this Agreement.

"Keep Confidential" shall mean not disclosing, using, publishing, communicating, copying, duplicating, causing to be communicated or making available, or any attempt to facilitate or permit these acts to persons who are not parties to this Agreement, except in accordance with this Agreement and unless otherwise agreed in writing by the Parties.

"Purpose" shall mean the Aeronautical Programs where Leonardo Aerostructures Division is involved.

"Receiving Party" shall mean that Party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

2.   INTERPRETATION

2.1. The headings are inserted for ease of reference only and shall not be considered in interpreting or construing this Agreement.

3.   EFFECTIVENESS OF THE AGREEMENT

3.1. This Agreement shall come into force as from the Commencement Date.

4.   OBLIGATIONS AND RESTRICTIONS ON DISCLOSURE

4.1. The Receiving Party hereby undertakes to:

(i) Keep Confidential and not disclose to any third party any Confidential Information which may come to its knowledge, either directly or indirectly, except upon express written authorization of the Disclosing Party and use the same degree of care as it uses to protect its own Confidential Information, but in no case less than what provided under clauses 5.2 and 5.2 in accordance with the level of confidentiality assigned; and

(ii) use Confidential Information only to carry out the obligations relating to the Purpose of this Agreement; and

(iii) ensure that any Confidential Information will only be disclosed to its employees, advisors, consultants and contractors on a "need to know" basis; in such case, upon request of the Disclosing Party, the Receiving Party shall notify in writing the identity of the persons to which the Confidential Information is going to be disclosed and the Receiving Party shall ensure compliance by such employees, advisors, consultants and contractors with the rules of confidentiality and protection herein provided; and

(iv) implement all the necessary measures to prevent that its employees, advisors, consultants and contractors may disclose or divulge Confidential Information to third parties; and

(v) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with the Disclosing Party's efforts to prevent further unauthorized use or disclosure; and

(vi)   not remove and/or modify any proprietary or confidential markings on the Confidential Information; and

(vii)   comply with Applicable Law on information security, with particular reference to the laws on privacy; and

(viii)   cease to use, copy or reproduce any Confidential Information upon written demand by the Disclosing Party.

4.2.   Nothing in this Agreement shall require the Receiving Party to Keep Confidential or otherwise maintain the confidentiality of the Confidential Information disclosed, for the Purpose of this Agreement, if:

(i)   at the time the Confidential Information was first disclosed to the Receiving Party, the latter was already in lawful possession of such Confidential Information, as demonstrated by documentary evidence; and/or

(ii)   the Confidential Information was developed independently and autonomously by the Receiving Party, without accessing to or using the Confidential Information provided by the Disclosing Party, subject to documentary evidence; and/or

(iii)   the Confidential Information becomes generally available to the general public, without this deriving from negligence or a violation of this Agreement by the Receiving Party; and/or

(iv)   the Confidential Information becomes available to the Receiving Party from a third source entitled to disclose such information free of any obligation of confidentiality; and/or

(v)   the disclosure of Confidential Information is: (i) in accordance with the requirements of a law; (ii) or with an order of a court; (iii) in order to comply with the rules of a stock exchange or professional regulatory body; (iv) or to any other public authority requiring disclosure under a legally-binding rule. However, before the Receiving Party intends to disclose such Proprietary Information in accordance with this Clause, it shall – as far as it is legally permissible – inform the Disclosing Party immediately in writing about the disclosure requirements concerning the Confidential Information in order to give to the Disclosing Party the opportunity to obtain a suitable injunction to protect itself or to take steps to dismiss the requirement to disclose the Confidential Information or to limit the scope of the disclosure. On disclosing the Confidential Information according to this paragraph, the Receiving Party may only disclose the minimum amount of Confidential Information which is necessary to comply with the relevant law or the relevant instructions. Confidential Information so disclosed shall remain subject to all the restrictions and protections of this Agreement for all other purposes.

(vi)   the release and/or the use and/or the disclosure of the Confidential Information is approved and authorized in writing by the Disclosing Party; and/or

(vii)   the Confidential Information is not properly designated and/or marked and/or confirmed as Confidential by the Disclosing Party and on the condition that is not possible to consider, in good faith, such information as a Confidential Information taking into account any other element.

4.3.   Notwithstanding the provisions set forth under Clauses 6 and 7 below, the restrictions set forth under this Clause 4 shall survive five 5 (five) years after the expiration and/or termination of this Agreement.

5. LEONARDO CLASSIFICATION AND DATA PROTECTION MEASURES

5.1. Each Confidential Information of Leonardo will have three levels of classification:

(a) "Company *Confidential*" (the "**Confidential Data**");
(b) "Company *Restricted*" (the "**Restricted Data**"); and
(c) "Company *Internal*" (the "**Internal Data**").

5.2. R.E.M. in regard of any Leonardo Confidential Information received, shall adopt specific protection measures for the distribution of information in electronic ("**E**") and/or paper ("**P**") format, for each level of classification of data indicated below, namely:

(a) Confidential Data

(P) by hand-delivery through an authorized representative of Leonardo or delivered by courier by means of double sealed envelopes bearing the wording "Company Confidential" and "Limited Access" to be written only on the inner envelope;
(E) via e-mail only using encryption mechanisms (AES256 being the minimum acceptable encryption; any information and password to be sent through separate channels) - it is strictly prohibited the use of private/free e-mail boxes;
(E) through secure collaboration instruments, equipped with strong encryption mechanisms, and double-factor authentication; access granted with a predefined nominative distribution list, AES256 as minimum acceptable encryption for transmission of information.

(b) Restricted Data

(P) by hand delivery through an authorized representative of Leonardo, or delivered by courier by means of double sealed envelopes bearing the wording "*Company Restricted - Limited Access*" to be written only on the inner envelope;
(E) via e-mail only using encryption mechanisms (AES256 being the minimum acceptable encryption; any information and password to be sent through separate channels), it is strictly prohibited the use of private/free e-mail boxes;
(E) through secure collaboration instruments, equipped with strong encryption mechanisms, and double-factor authentication; access granted with a predefined nominative distribution list, AES256 as minimum acceptable encryption for transmission of information.

(c) Internal Data

(P) by hand delivery through an authorized representative of Leonardo or by mail and/or fax with acknowledgment of receipt by the addressee and the wording "*Company Internal*";
(E) via e-mail – it is strictly prohibited the use of private/free e-mail boxes;
(E) through secure collaboration instruments, equipped with, at least, user-id and password control access system;
(E) through Leonardo internet and websites sections with, at least, user-id and password access control system.

5.3. In addition to the provisions set forth under Clause 4, R.E.M. agrees to:

(i) protect all paper Confidential Information by implementing all the necessary measures to prevent unauthorized access (i.e. Confidential paper data should be kept in a safety box or paper

archives with access granted to a predefined nominative distribution list, while Restricted paper data should be locked in drawers or cabinets;);

(ii) protect through AES256 being the minimum acceptable encryption all Company Confidential and Company Restricted Information stored on removable devices (HD, CD, DVD, USB, etc), ensuring that such devices are protected from a third party access or from any other attempt of manipulation/impairment of the information;

(iii) do not duplicate Confidential and Restricted data and exercise strict control in the event of duplication and/or printing of Internal Data;

(iv) use suitable means (e.g. a shredder machine for the paper format) in cases where the data must be deleted or destroyed;

(v) provide immediate notice to Leonardo in the event of a security incident concerning any Confidential Information of Leonardo, specifying the circumstances of the event and the data involved; information security incidents are both computer incidents related to Leonardo's Confidential Information present in the computer systems of R.E.M. and those regarding R.E.M. hardware containing Leonardo's Confidential Information (example: the theft of a computer or a computer incident).

5.4 For the management of the requirements of confidentiality and protection of Confidential Information and related operational requirements the Supplier shall appoint a single contact (Single Point Of Contact - SPOC) for Information Security that will be available to Leonardo for the execution of specific activities. By way of example such activities may consist of: risk assessment, policy definition, communication of information security incidents and management of the relevant actions.

6. DURATION

Without prejudice to Clause 4.3 above, this Agreement shall remain in full force and effect from the Commencement Date for a period of **5 [five] years** after which it shall automatically expire.

7. TERMINATION

The Disclosing Party shall be entitled to terminate for default this Agreement in the event of infringement by the Receiving Party of one or more of the obligations set forth in Clause 4, 5, 8, 9, 15 by means of written notice to the Receiving Party.

8. RETURN OF RESERVED INFORMATION

8.1. In case of expiration and/or termination of this Agreement, the Receiving Party shall lose all the rights to receive, possess and/or make use of Confidential Information provided by the Disclosing Party.

8.2. In case of expiration and/or termination of this Agreement, or upon written instruction of the Disclosing Party issued at any time during this Agreement, the Receiving Party shall:

(i) promptly and irretrievably return or delete, as the case may be, any Confidential Information stored on any magnetic or optical disk or memory and all information derived from such sources which is in its possession or under its control; and

(ii) not retain copies, extracts or reproductions, in any form or means, of Confidential Information, which the Disclosing Party has required the restitution or destruction of as provided for in clause 4.1 (viii) ; and

(iii) provide, upon request of the Disclosing Party, a signed statement that it has complied in full with its obligations under this Clause 8.2, together with such reasonable evidence of its compliance, as the Disclosing Party may request.

9.   ASSIGNMENT

Neither Party may assign or transfer this Agreement as well as any of the rights or obligations arising thereunder, other than for the purposes of any internal corporate reconstruction, re-organisation or merger, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

10.   ENTIRE AGREEMENT

This Agreement:

(i)   constitutes the entire agreement between the Parties concerning the exchange and protection of Confidential Information and it supersedes any prior written or oral agreements relating hereto; and

(ii)   shall not be amended or modified except by a subsequent agreement in writing signed by the duly authorized representatives of the Parties.

11.   EQUITABLE RELIEF

The Receiving Party acknowledges that any breach or infringement of this Agreement may cause serious harm to the Disclosing Party, the amount of which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to apply to any competent court for an order restraining and enjoining any such further infringement and for such other relief as the Disclosing Party deems appropriate. This right of the Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party. In no event, however, shall either Party or any of its respective officers, directors or employees be liable to the other Party hereunder for any indirect, consequential, multiple or punitive damages.

12.   WARRANTY RELATED MATTERS

Confidential Information is provided "as is," and the Disclosing Party disclaims any implied warranties relating to any Confidential Information disclosed hereunder including the implied warranties of merchantability and fitness for a particular purpose. The entire risk arising out of the use of any Confidential Information remains with the Receiving Party.

13.   RIGHTS ON CONFIDENTIAL INFORMATION

It is expressly understood and agreed by the Parties that:

(i)   any Confidential Information exchanged under this Agreement shall remain the property of the Disclosing Party; and

(ii)   the disclosure and provision of Confidential Information under this Agreement by either Party to the other Party shall not be construed as granting to the Receiving Party any rights, whether express or implied, by licence or otherwise, on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secrets; and

(iii)   all the intellectual property rights pertaining to Confidential Information and data disclosed under this Agreement shall, subject to any right of any other owner, be and remain the property of the Disclosing Party; and

(iv)   the Receiving Party shall under no circumstances obtain any right on the Disclosing Party's patents, trademark or know-how by reason of this Agreement or by disclosure of Confidential Information hereunder.

14. GOVERNING LAW AND JURISDICTION

14.1. This Agreement shall be governed by and construed in accordance with the laws of Italy, without recourse to its conflict of law provisions.

14.2. The Parties hereby agree to enter into good-faith negotiations to resolve any dispute arising from and/or in connection with this Agreement. The Parties agree to attempt resolution of any claim or dispute before the Parties' respective senior management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, such claim or dispute shall be submitted to the Parties' respective executive management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, the Parties hereby agree that said dispute shall be finally settled by the exclusive jurisdiction of the Courts of Rome.

15. COMPLIANCE WITH APPLICABLE LAW AND OTHER REGULATIONS

15.1. The rights and obligations provided for by this Agreement shall take precedence over specific markings, legends or statements associated with Confidential Information when received. The Parties acknowledge, however, that the exchange of information, including Confidential Information, hereunder may be subject to particular laws and regulations, including, *inter alia*, export laws and regulations of Italy, United States of America, and any other applicable governmental laws and regulations. Any conditions on the use and disclosure of information, including Confidential Information, as imposed by such laws and regulations shall be in addition to those imposed herein, and in the event of a conflict between the provisions of this Agreement and such laws and regulations, the latter shall prevail.

15.2. The Parties will comply with all US, EU and Italian export control laws and regulations, as applicable. The information that the Parties may wish to disclose, pursuant to this Agreement, may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control, as well as to Law No. 185 of July 9, 1990 as subsequently integrated and amended.

15.3. The Parties acknowledge that these laws and regulations impose restrictions on import, export and transfer, to third countries, of certain categories of data, and that licenses either from the U.S. Department of State and/or the U.S. Department of Commerce or from the Italian Ministry of Defence and /or Ministry of Foreign Affairs may be required in advance of the disclosure of such data hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

15.4 The Parties acknowledge that in the ordinary course of this Agreement, even during the pre-contractual stage, they may come to possess personal information in relation to employees, consultants and other representatives of the other Party ("**Business Contact Data**"). Subject to compliance with the EU General Data Protection Regulation 2016/679 and its implementing EU and Italian laws, as amended and integrated from time to time, including the Italian Legislative Decree no. 196/2003 (hereinafter, jointly the "**Applicable Privacy Law**"), the Parties will process such Business Contact Data only for purposes connected with the Agreement, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

R.E.M. agrees that the provision of personal data for the purposes of this Agreement and the consent to the processing of such data is optional; failing this provision and consent Leonardo may be in a position not to carrying out and keeping business relationship with the other Party.

If, during the performance of this Agreement, the Parties ascertain that it is necessary to process further personal data (other than the Business Contact Data) pursuant to the Applicable Privacy Law, and that data controller should be Leonardo, the Parties undertake, as of now, to comply with the provisions of

the Applicable Privacy Law, in the roles respectively assumed by each Party in the processing of personal data.

16. NOTICES

Any notice or other communication to be served in writing under this Agreement shall be addressed at the Parties' respective addresses set forth at the beginning of this Agreement and to the attention of the following individuals:

- Leonardo S.p.a.:
Mr. **Antonio Iorio**
Leonardo Aerostructures Division Plant of Pomigliano (Italy)

- R.E.M.:
Mrs. **Adele Pace**
CEO

The reporting of any non-fulfilment the confidentiality obligations provided for under this Agreement shall be promptly communicated in writing to the following representatives:

- Leonardo S.p.a.:
Mr. **Sisto Silvaggi**
Leonardo Global Solutions of Rome (Italy)

- R.E.M.:
Mrs. **Adele Pace**
CEO

Any change of address and/or of the above individuals shall be notified in writing to theother Party.

17. SEVERABILITY

If any provision of this Agreement is or at any time becomes invalid, illegal or unenforceable for any reason, that provision shall be deemed not to form part of this Agreement, but the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and shall remain valid and enforceable to the fullest extent permitted by law, and the Parties shall work in

good faith to replace such invalid, illegal or unenforceable provision with one that, to the extent possible, is consistent with the Parties' original intent.

18. COSTS AND EXPENSES

Each Party shall bear all its relevant costs and expenses incurred in the performance of this Agreement and no Party shall have any right to any reimbursement, payment of compensation of any kind from the other Party, except as provided in this Agreement, in connection with any kind of default.

19. ANTICORRUPTION LAWS, ORGANIZATIONAL, MANAGEMENT AND CONTROL MODEL PURSUANT TO LEGISLATIVE DECREE 231/01, ANTICORRUPTION CODE AND CODE OF ETHICS

19.1   In the performance of the Contract, the Supplier shall fully comply with the applicable anticorruption laws (the "Anticorruption Laws").

19.2   The Supplier also undertakes to comply with, and to have any of its employees and/or sub suppliers, all principles provided in the Company's Organizational Management and Control Model adopted by Leonardo spa pursuant to Legislative Decree 8th June 2001 n. 231 (" Model 231"), in the Code of Ethics and in the Anticorruption Code of the Leonardo Group (hereinafter collectively referred to as the "Codes") available on the Company's website, regarding which the Supplier declares its thorough knowledge and acceptance.

19.3   The non-compliance, even partial, with the principles established in the Model 231 and/or in the Codes and/or in the Anti-Corruption Laws shall constitute a serious non-fulfilment and shall give the Company the right to terminate the Contract respectively by sending a registered letter containing the brief indication of the circumstances proving the non-fulfilment. In the event of news or press information alleging such non-compliance, pending all related investigations, the Company shall have the right to suspend and/or terminate the Contract by means of registered letter containing indications of the circumstances from which it may be reasonably deduced such non-compliance. The right to terminate or to suspend the execution of the Contract will be to the detriment of the Supplier, that will be charged with all major or consequential costs deriving there from and will be also liable for any further material/non-material damages deriving from such non-fulfiment. The Supplier shall hold the Company harmless and indemnified from any and all actions or claims brought by any third parties in connection with such non-compliance or, in any event, consequential thereto.

20. RELATIONSHIP

20.1. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

20.2. Nothing in this Agreement shall grant to any Party the understanding and/or the right to make any commitment of any kind, whatsoever, for or on behalf of each Party, without the written consent of the other Party.

20.3. This Agreement is not intended to create any obligation on the Parties to enter into any future agreement(s).

20.4. The execution, existence and performance of this Agreement shall be kept confidential by the Parties hereto and shall not be disclosed by any Party without the prior written consent of the other Party.

21. WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. For the avoidance of doubt, no single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two counterparts by their duly authorised representatives and each counterparts shall be deemed to be an original copy of this Agreement.

LEONARDO S.p.a.   R.E.M.

In Fede

Firma del Rapp. Legale

R.E.M. S.r.l.
Via Ferruccio Parri - PATRICA (FR)
Tel. 0775.830116 - 334285 - Fax 839345
P. IVA 02240470605
CCIAA n. 138995 del 03.05.2002

_____   16/11/2023
DATE   DATE