



Multilateral Nondisclosure Agreement

NDA#

THIS MULTILATERAL NONDISCLOSURE AGREEMENT (hereinafter the "Agreement") is effective on March 25, 2020 (hereinafter the "Effective Date") between BALL AEROSPACE & TECHNOLOGIES CORP., having a principal place of business at 10 Longs Peak Drive, Broomfield, Colorado 80021, United States of America, which may hereinafter be referred to as the "Disclosing Party," or a "Receiving Party," as applicable; and the undersigned parties who have accepted and executed this Agreement, each of which may hereinafter be referred to as the "Disclosing Party" or a "Receiving Party," as applicable. All of the parties may be collectively referred to hereinafter as the "Group."

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is: to govern the exchange of Proprietary Information related to the MethaneSat mission whose intended purpose is to locate and measure methane emissions from space, including without limitation, any information pertaining to the remote sensing instrument and spacecraft bus requirements, ground system requirements, launch services (including launch vehicle and launch site requirements), and on-orbit commissioning services (hereinafter the "Purpose"). This Agreement imposes no obligation upon any party to supply Proprietary Information to any other party, and the parties will attempt to limit the scope of Proprietary Information exchanged hereunder, disclosing only what is considered necessary to accomplish the Purpose.
2. **Definition of Proprietary Information.** As used in this Agreement, the term "Proprietary Information" means information originated by or peculiarly within the knowledge of the Disclosing Party, which derives economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its confidentiality. Proprietary Information may include, but is not limited to, trade secrets, know-how, scientific, mathematical or technical information, designs, processes, procedures, manufacturing techniques, formulae, test data, business plans or strategies, confidential financial information, computer programs, algorithms, and other similar information. Proprietary Information may also include proprietary, confidential, and/or trade secret information entrusted to the Disclosing Party by a third party, and which is marked with the originating party's restrictive legend.
3. **Identification and Marking of Proprietary Information.** In order to qualify as protectable hereunder, Proprietary Information: (i) if reduced to writing or other documentary form or other tangible medium of expression, must be identified as Proprietary Information with an appropriate legend, which may consist of a company proprietary legend, a limited or restricted rights notice specified by the FAR or an agency FAR supplement, or any other marking calculated to provide the possessing party with reasonable notice of its confidential or proprietary nature; or (ii) if obtained through verbal or visual disclosure or inspection, must be identified by the Disclosing Party as being proprietary at the time of disclosure and subsequently confirmed as proprietary by a written document, which may be delivered via e-mail or similar electronic means, within thirty (30) days after the initial disclosure. For a period of thirty (30) days from the date of disclosure, orally or visually disclosed Proprietary Information will be given the same protection that is provided to properly marked, written Proprietary Information under this Agreement.
4. **Distribution and Use of Proprietary Information within the Group.** Unless the Disclosing Party specifies a more restrictive arrangement in writing to a Receiving Party at the time the Proprietary Information is disclosed in accordance with the procedure set forth in paragraph 5 hereof, all Proprietary Information disclosed hereunder may be shared among, and be usable by, all of the parties to accomplish the above-stated purpose.
5. **Limiting the Distribution and Use of Proprietary Information within the Group.** If the Disclosing Party desires to restrict any of the following: (i) the disclosure of any specific item or collection of Proprietary Information to a single party or other subset of the Group, (ii) the use to which any specific item or collection of Proprietary Information may be put by a recipient, if less than accomplishment of the permitted Purpose set forth above, or (iii) the time frame for which any specific item or collection of Proprietary Information may be retained by a recipient, if less than the entire term set forth below, it is the responsibility of the Disclosing Party at the time such disclosure is made to indicate clearly in writing to all recipients the applicable limitations regarding permitted recipients, use, and time frame that are attached to that disclosure. If any recipient is unsure about the meaning or extent of the specified limitations, that party should request written clarification of its status from an authorized representative of the Disclosing Party.
6. **Exceptions to Proprietary Information.** Proprietary Information shall not include any information for which it can be established by appropriate documentation or other competent evidence that such information was:
 - (a) publicly known at the time of disclosure under this Agreement, or became publicly known after disclosure without any breach of this Agreement by a Receiving Party;

- (b) already in the possession of a Receiving Party prior to disclosure hereunder;
- (c) obtained without similar restrictions from a third party having a legal right to disclose such information and who is not subject to a confidentiality obligation to the Disclosing Party with respect thereto; or
- (d) independently developed by or for a Receiving Party without use of or recourse to the Proprietary Information of the Disclosing Party.

The fact that individual elements of the Disclosing Party's Proprietary Information may come within the above exceptions shall not relieve a Receiving Party of its obligations hereunder unless all elements and their specific combinations embodied in such Proprietary Information come within the above exceptions.

7. **Term of Agreement.** Proprietary Information may be disclosed hereunder for a period of three (3) years from the Effective Date. Any party may, upon the provision of thirty (30) days written notice, inform the other parties that it is withdrawing from further participation under this Agreement. However, notice of withdrawal given by one party shall not terminate the participation of the other parties under this Agreement, which shall continue in effect until its expiration or termination by either of the last two remaining parties. Neither withdrawal by one or more parties nor termination of the Agreement shall affect the rights and obligations of any party with respect to Proprietary Information disclosed hereunder prior to withdrawal or termination.
8. **Duration of Confidentiality Obligation.** The obligation of each party to refrain from using or disclosing Proprietary Information received from any other party in contravention of the restrictions stated herein shall terminate five (5) years after the expiration or termination date of this Agreement.
9. **Use and Disclosure of Proprietary Information.** The Disclosing Party hereby grants to a Receiving Party a limited right to use any Proprietary Information it may provide hereunder in order to accomplish the Purpose set forth in Paragraph 1 hereof, including the right to disclose Proprietary Information to the U.S. Government in accordance with the requirements set forth in paragraph 10 hereof. A Receiving Party shall not, without the prior written consent of the Disclosing Party: (i) use Proprietary Information for any other reason than to accomplish the specified Purpose; or (ii) disclose Proprietary Information to persons other than its own employees, contract labor, consultants, and subcontractors who have a "need to know" such Proprietary Information in order to carry out their respective responsibilities in connection with the above-stated Purpose and have been made aware of and are legally obligated to comply with the restrictions concerning the use of Proprietary Information contained herein.
10. **Disclosure to Government.** Proprietary Information may be disclosed to the U.S. Government and to the New Zealand Government (including Ministers of the Crown and other governmental agencies) by the Receiving Party only if: (i) the specified Purpose requires the disclosure; (ii) the Disclosing Party consents in writing to the disclosure; and (iii) the Receiving Party identifies the Proprietary Information at the time of disclosure as the property of the Disclosing Party and marks such Proprietary Information strictly in accordance with the applicable requirements of the FAR or any pertinent agency FAR supplement. Additionally, each party acknowledges that the development of technical data or computer software (hereinafter the "Data") by the other party under a U.S. Government contract and its delivery to the U.S. Government with unlimited rights only serves to establish the rights of the Government in the Data, but does not place the Data in the public domain, nor grant the non-developing party any right or license to use the Data outside the scope of the program in which the Data was developed and delivered.
11. **Duty of Care Required.** The Receiving Party shall protect and preserve the confidentiality of Proprietary Information received hereunder using the same degree of care that it uses in protecting its own Proprietary Information of similar importance, but not less than the degree of care used by a reasonable and prudent business person. The Receiving Party shall not be considered to be in breach of this Agreement or be held liable in damages for inadvertent disclosure of Proprietary Information received hereunder as long as the above-described standard of care has been exercised in its handling, and provided that the Receiving Party shall, upon discovery of any unauthorized use or disclosure of Proprietary Information by its organization: (i) promptly notify the Disclosing Party of the inadvertent disclosure; (ii) diligently attempt to correct the effects thereof; and (iii) endeavor to prevent any further inadvertent disclosures.
12. **Duty to Act in Good Faith.** No material will be designated as Proprietary Information that is not, in good faith, believed to contain data or information that is proprietary to the Disclosing Party, and each party represents that, to the best of its knowledge, it has the right to disclose and authorize the use of its Proprietary Information supplied under this Agreement for the specified Purpose. In the event Proprietary Information of a third party is disclosed hereunder, the Disclosing Party represents that it is authorized to make the disclosure, and each Receiving Party agrees to treat such Proprietary Information in the manner specified for treatment of the Disclosing Party's Proprietary Information.

13. **Marking of Derivative Proprietary Information.** A Receiving Party shall mark all notes, translations, summaries, and other documents it may prepare that incorporate all or any portion of the Proprietary Information of the Disclosing Party with a restrictive legend clearly identifying such documents as containing Proprietary Information of the Disclosing Party.
14. **Limitations on Copying.** No Receiving Party shall reproduce or make copies, models, or replicas of the Proprietary Information of the Disclosing Party in addition to those provided without the prior written consent of the Disclosing Party, except to the extent that reproduction or copying is required to accomplish the Purpose. All such authorized copies shall be marked as Proprietary Information with the original restrictive legends applied by the Disclosing Party.
15. **Reverse Engineering Prohibited.** In the event Proprietary Information is furnished in the form of a material sample, hardware, or computer software, each Receiving Party agrees that it will not attempt to analyze, decompile, disassemble, decode, redesign, determine the content or structure of, or otherwise reverse engineer such Proprietary Information.
16. **Acknowledgement of Potential Future Competition.** Each party understands and acknowledges that other parties may concurrently, or in the future, be internally developing information similar to the Disclosing Party's Proprietary Information. Accordingly, provided the terms and conditions of this Agreement are observed and the Disclosing Party's Proprietary Information is not utilized, no Receiving Party shall be precluded from developing products or services for itself or others that may compete with similar items produced and sold by the Disclosing Party.
17. **Unescorted Premises Access Privileges.** Notwithstanding any other Proprietary Information identification and marking requirements set forth elsewhere herein, if any party grants unescorted access privileges on its premises to an employee or agent of any other party (hereinafter a "Representative"), the following identification and marking requirements will apply to the disclosure of Proprietary Information to any such Representative. Since disclosure of Proprietary Information will be uncontrolled and may occur at any time while a Representative is exercising unescorted access privileges, it is understood that Proprietary Information of the Disclosing Party may not be marked or otherwise designated as proprietary or confidential, and it is the intent of the parties that all such Proprietary Information be covered by and protected under this Agreement. The party receiving such privileges hereby accepts the responsibility to protect: (i) all written information, whether in paper or electronic form, provided by the Disclosing Party to its Representative that is marked with an appropriate proprietary legend; and (ii) any unmarked scientific, mathematical or technical information, designs, processes, procedures, formulae, confidential business or financial information, computer programs, algorithms, and other similar information that its Representative observes while exercising unescorted access privileges, unless such information is covered by a specific exception set forth in this Agreement or written clarification of its non-proprietary status has been obtained from an authorized representative of the Disclosing Party.
18. **Computer Network Access Privileges.** If any party grants access privileges to any server located on its computer network to any other party, the party receiving such privileges (hereinafter the "Accessing Party") agrees to abide by all reasonable directions and restrictions that may be imposed on the use of the server or network, either verbally or in writing, by the party granting the access privileges (hereinafter the "Granting Party"). Notwithstanding the lack of any specific direction or restriction on the subject, or the level of computer security measures imposed upon the server, the Accessing Party certifies that none of its employees or agents will attempt to gain unauthorized access to any files or information located beyond the designated boundaries of the server to which access has been granted, either through "hacking" or any other method. If the Accessing Party has any doubt about the designated boundaries of the server, it shall seek written clarification of the same from an authorized representative of the Granting Party. Prior to exercising its access privileges, the Accessing Party shall clearly communicate all directions and restrictions on the use of the server or network received from the Granting Party, as well as the specific prohibition on attempting to gain unauthorized access, to all of its employees or agents who will be utilizing the access privileges.
19. **Designated Representatives for Receipt of Contractual Notices and Proprietary Information.** All contractual notices furnished hereunder shall be forwarded to the designated contractual representatives of the parties, who are listed below. All Proprietary Information disclosed hereunder shall be delivered to the designated technical representatives of the parties, who are listed below. All properly marked Proprietary Information shall be afforded the protection of this Agreement even if transmitted through individuals other than the designated technical representatives. Any party may change its designated representatives or their contact information by providing written notice of the change to the other parties.

Ball Aerospace & Technologies Corp.		
	Designated Contractual Representative	Designated Technical Representative
Name:		
Title:		
Address:		
Telephone:		
E-Mail:		

Company No.2		
Company No.2 Name: MethaneSAT, LLC		
	Designated Contractual Representative	Designated Technical Representative
Name:		
Title:		
Address:		
Telephone:		
E-Mail:		

Company No.3		
Company No.3 Name: New Zealand's Ministry of Business, Innovation and Employment		
	Designated Contractual Representative	Designated Technical Representative
Name:		
Title:		
Address:		
Telephone:		
E-Mail:		

20. **Return or Destruction of Proprietary Information.** Upon termination or expiration of this Agreement, or promptly after receiving a request from the Disclosing Party, a Receiving Party shall return all of the Disclosing Party's Proprietary Information, or certify that it has destroyed all such Proprietary Information and all copies thereof, except that a Receiving Party may retain one archival copy of received Proprietary Information for recordkeeping purposes only. A Receiving Party shall also return or destroy all other documents containing any portion of the Disclosing Party's Proprietary Information, as well as all notes, summaries, translations, abstracts, and synopses thereof. Return or destruction of Proprietary Information pursuant to this paragraph shall not act to relieve a Receiving Party of its obligations regarding disclosure or use set forth herein.
21. **Compelled Disclosure.** In the event a Receiving Party is directed to disclose the Disclosing Party's Proprietary Information by a subpoena or order issued by a court or administrative tribunal, or by an applicable governmental regulation or statutory requirement that appears to be lawful on its face, it shall: (i) promptly notify the Disclosing Party of the order or directive to provide the Disclosing Party with a reasonable opportunity to obtain a protective order or otherwise safeguard its Proprietary Information; (ii) at the request and sole expense of the Disclosing Party, cooperate reasonably with the Disclosing Party's efforts to contest or limit the scope of the order or directive; (iii) in the event a suitable protective order is not obtained, limit any disclosure to that portion which, in accordance with the advice of its legal counsel, is legally required to comply with the order or directive; and (iv) exercise reasonable efforts to obtain confidential treatment of any Proprietary Information being disclosed pursuant to the order or directive.
22. **Availability of Injunctive Relief.** Each party acknowledges that: (i) Proprietary Information of any other party may be disclosed hereunder on a confidential basis; (ii) any unauthorized use or release of Proprietary Information may allow a Receiving Party or third parties to unfairly compete with the Disclosing Party and cause irreparable harm to the Disclosing Party; and (iii) due to the unique nature of the Proprietary Information, an award of monetary damages may not be an

adequate remedy for its improper use or disclosure. Therefore, each party agrees that in the event of a breach or threatened breach of any material provision of this Agreement, the Disclosing Party, provided the burden of proof required for an award of injunctive relief is met, shall be entitled to enforce such provision: (i) without the necessity of proving that it has suffered monetary damages from the breach or threatened breach; (ii) without the necessity of posting any bond or other security; and (iii) in addition to any other rights or remedies it may have at law or in equity.

23. **Export Control Limitations.** No Receiving Party shall export (including sending or taking out of the U.S. and disclosing or providing access to a "foreign person" as defined in 22 CFR 120.16, located anywhere) any technical information furnished by the Disclosing Party without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Regulations, including the requirement for obtaining an export license, if applicable. The Disclosing Party shall identify to a Receiving Party any such material and provide advice, on request, on the applicable requirements. A Receiving Party (other than New Zealand's Ministry of Business, Innovation and Employment) shall defend, indemnify, and hold the Disclosing Party harmless from all claims, demands, damages, fines, penalties, attorney's fees, costs, and other expenses arising from its failure to comply with this paragraph, or any applicable U.S. export control statutes or regulations.
24. **Handling of Classified Material.** Any U.S. Government classified documents or information disclosed hereunder shall be handled strictly in accordance with the National Industrial Security Program Operating Manual (NISPOM) [DoD 5220.22-M], its supplements, and any other applicable U.S. Government security statutes and regulations. The Disclosing Party shall identify to a Receiving Party any such material and provide advice, on request, on the applicable requirements.
25. **Limited Effect of Agreement.** With the exception of the limited right to use Proprietary Information to accomplish the Purpose granted in paragraph 9 hereof, no license or conveyance of any rights under any discoveries, inventions, patents, copyrights, trade secrets, or other intellectual property rights of the Disclosing Party or any third party are granted to a Receiving Party, or implied by this Agreement or the exchange of Proprietary Information hereunder. Nothing in this Agreement or the course of dealings among the parties shall be construed to obligate any party to purchase any goods or services from any other party. This Agreement is not intended to create a joint venture, partnership, or formal business entity of any kind. Nothing herein shall be construed as providing for the sharing of profits or losses among the parties. Each party shall act as an independent contractor and not as an agent of any other party for any purpose whatsoever, and no party shall have any authority to bind any other party, except as specifically set forth herein.
26. **Assignment.** Neither this Agreement, nor the rights conferred and the obligations imposed hereunder, may be transferred or assigned without the prior written consent of the non-assigning parties, which shall not be unreasonably withheld or delayed, provided that the rights and obligations hereunder are not altered thereby.
27. **Disclaimer of Implied Warranties.** NO PARTY GRANTS ANY WARRANTY OR GUARANTEE, OR MAKES ANY REPRESENTATION WITH RESPECT TO ANY DISCLOSED INFORMATION, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No party provides any warranty or guarantee that any other party's use of Proprietary Information received under this Agreement will be free from claims by nonparties for infringement or misappropriation of intellectual property rights, and no party provides any warranty or guarantee that its Proprietary Information is complete, accurate, or free from defects.
28. **Waiver.** The waiver of any provision of this Agreement by any party or the failure of any party to require performance of any provision of this Agreement shall not be construed as a waiver of the right to insist on strict contractual performance at some other time. The waiver by a party of any right created by this Agreement in one or more instances shall not be construed as a continuing waiver of such right or any other right created by this Agreement.
29. **Severability.** The provisions of this Agreement are severable, and if any provision hereof is determined to be invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of any of the remaining provisions or portions hereof shall not in any way be affected or impaired thereby and shall nevertheless continue to be binding on the parties. Any such invalid, illegal, or unenforceable provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.
30. **Paragraph Headings.** Paragraph headings are inserted for reference purposes and convenience of use only and shall not affect the construction or interpretation of this Agreement.
31. **Governing Law.** This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the New Zealand.
32. **Modification and Execution Procedure.** No change, modification, alteration, or addition to any provision shall be binding unless in writing and signed by an authorized representative of each party. This Agreement may be signed in one or more

counterparts, each of which shall be deemed one and the same original document. Each party acknowledges that facsimile signatures are fully binding, and the signatory for each party certifies that he or she has full authority to legally bind his or her organization to the terms of this Agreement.

33. **Entire Agreement.** This Agreement shall apply in lieu of and notwithstanding any provision inconsistent with the terms hereof that may be contained in: (i) any legend or statement associated with any particular information or material exchanged; or (ii) any boilerplate term or condition in a contract executed by any of the parties hereto. The duties of the parties shall be determined exclusively by the terms and conditions of this Agreement, which constitutes the complete understanding between the parties with respect to the subject matter hereof and supersedes any previous oral or written agreement with respect thereto.

IN WITNESS WHEREOF, the authorized representatives of the parties subscribe their signatures below:

Ball Aerospace & Technologies Corp.	
Name, Title and Signature of Authorized Representative	
Name of Representative:	
Title of Representative:	
Signature:	
Date:	

Company No.2	
Company No.2 Name: MethaneSAT, LLC	
Name, Title and Signature of Authorized Representative	
Name of Representative:	
Title of Representative:	
Signature:	
Date:	

Company No.3	
Company No.3 Name: New Zealand's Ministry of Business, Innovation and Employment	
Name, Title and Signature of Authorized Representative	
Name of Representative:	
Title of Representative:	
Signature:	
Date:	

Company No.3	
Company No.4 Name: Rocket Lab USA, Inc (including its affiliate company Rocket Lab Limited)	
Name, Title and Signature of Authorized Representative	
Name of Representative:	
Title of Representative:	
Signature:	
Date:	