

NONDISCLOSURE AGREEMENT

This Non-Disclosure agreement (the "Agreement") is made by and between ManTech Space Systems, Inc. (ManTech SS), a Virginia corporation, with corporate offices at 1535 Vapor Trail, Colorado Springs, Colorado, 80916 (also referred to in this Agreement as "ManTech SS") and **Vilmos Paradi**.

During the Term of this Agreement, ManTech SS and Consultant understand and agree that either or both parties may disclose to the other party trade secrets or other information of a confidential and proprietary nature ("Proprietary Information") including, but not limited to, business plans, financial information, marketing and sales information, contractual information, technical data and concepts, and operational information related to any NATO business, including any contract for NATO, NACMA, NAMSA, NC3A, NCSA, NATO HQ, ACT or ACO.

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

- 1. TERM:** This Agreement is effective on **1 October 2006** and shall remain in effect until **31 March 2007** unless extended or terminated earlier accordance with the provisions of this Agreement.
- 2. DISCUSSIONS CONFIDENTIAL:** In addition to the content of disclosures made under this Agreement, the fact *per se* that the parties are communicating about the Proprietary Information shall be deemed to be Proprietary Information and neither party shall disclose this fact except in accordance with the terms of this Agreement.
- 3. CONTINUING OBLIGATIONS:** The obligations of the parties under this Agreement shall remain in effect for three (3) years after the termination or expiration of this Agreement.
- 4. IDENTIFICATION OF PROPRIETARY INFORMATION:** At the time of disclosure, the disclosing party shall clearly label any written or tangible material that is considered to be Proprietary Information by the disclosing party. Oral information shall not be subject to any nondisclosure obligation under this Agreement unless that oral information (or a reasonable description or summary of the contents of the oral information) is reduced to writing within three (3) business days after disclosure. Those individuals identified in Section 19 ("Notices to Parties") of this Agreement shall be responsible for receipt of the written identification of oral Proprietary Information for their respective party.
- 5. OWNERSHIP OF PROPRIETARY INFORMATION:** No title, license, or any other right of ownership or use shall be granted (expressly, by implication, or by estoppel) to the receiving party under any patent, trademark, copyright, or trade secret owned or controlled by the disclosing party by the disclosure of Proprietary Information.
- 6. OBLIGATIONS OF THE RECEIVING PARTY:** In addition to the duties imposed by criminal and civil statutes, including applicable state trade secrets laws, federal patent and copyright law, and the Economic Espionage Act, the party receiving Proprietary

Information shall exercise all reasonable care to preserve and protect the Proprietary Information from any unauthorized use, disclosure, or theft.

For purposes of this Agreement, "reasonable care" shall be at least the same level of care and discretion that is used by the receiving party to protect its own trade secrets or other confidential information. In any event, the receiving party shall be non-negligent in handling the Proprietary Information disclosed by the other party. The receiving party shall restrict access to the Proprietary Information to only those personnel of the receiving party who directly participate in the activities covered by this Agreement. In addition, the receiving party shall take reasonable steps to ensure that access to the Proprietary Information is restricted to those persons who "need to know" the Proprietary Information in order to participate in the discussions or other activities covered by this Agreement.

The receiving party shall notify the disclosing party, in writing, immediately after the receiving party becomes aware of any unauthorized use, disclosure, or theft of the Proprietary Information and shall identify the receiving party's actions to contain and prevent further unauthorized use, disclosure, or theft of the Proprietary Information.

7. SUBPOENA OR OTHER LEGAL PROCESS: If a subpoena or other legal process concerning any Proprietary Information is served upon a receiving party, the receiving party shall notify, in writing, the disclosing party immediately upon receipt of the subpoena or other legal process. The receiving party shall cooperate with any lawful effort by the disclosing party to contest the validity of the subpoena, to seek a protective order, or to pursue other legal process to protect the Proprietary Information. The receiving party shall at all times limit the disclosure of Proprietary Information to that which is required by law or legal process.

8. PUBLICLY AVAILABLE INFORMATION: The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was publicly known, was publicly disclosed in a patent or copyright issued to the disclosing party (subject to applicable) intellectual or industrial property law rights and limitations), was provided to the federal government without restricted rights, was in the public domain as a matter of law, or was available through no breach of this Agreement by the receiving party.

9. INFORMATION KNOWN TO RECEIVING PARTY: The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was already legally known to the receiving party prior to receipt from the disclosing party.

10. INDEPENDENTLY DEVELOPED INFORMATION: The receiving party shall not be liable for the use or disclosure of any Proprietary Information if that Proprietary Information was independently developed by the receiving party without breach of this Agreement.

11. THIRD PARTY SOURCE: The receiving party shall not be liable for use or disclosure of any Proprietary Information if the Proprietary Information was obtained

from a third party, and the third party had an unrestricted right to disclose the Proprietary Information at the time the information was disclosed.

12. RETURN OR DESTRUCTION OF PROPRIETARY INFORMATION: Upon termination or expiration of this Agreement, or upon request of the disclosing party, the receiving party shall return to the disclosing party all Proprietary Information received during discussions or performance of work under this Agreement. The disclosing party may direct in writing that the receiving party destroy all copies and documentation of all or any part of the Proprietary Information and may require certification of the destruction by the receiving party. If a party makes or prepares notes or other written information while participating in activities under this Agreement, that party shall also give to the disclosing party or destroy all of the notes or other written information that contain or describe the other party's Proprietary Information.

13. WAIVER: Any delay or failure by either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance in the future, irrespective of the length of time for which the delay or failure continues. No term or condition of this Agreement shall be waived and no breach excused unless the waiver or excuse of a breach has been put in writing and signed by the party claimed to have waived or excused. 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.

14. INDEPENDENT PARTIES: ManTech SS and Consultant are independent parties and neither shall act as an agent for or partner of the other party for any purpose. Neither party shall act as an agent or representative of the other party. Nothing in this Agreement shall grant to either party any right to make commitments of any kind for or on behalf of the other without prior written consent of the other party. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind.

15. SEVERABILITY: If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform with applicable law and to reflect as nearly as possible the original intention of the parties.

16. INJUNCTION AND OTHER REMEDIES: Each party acknowledges that if the receiving party breaches its nondisclosure obligations under this Agreement, the disclosing party will not have an adequate remedy at law. Therefore, the disclosing party shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. The right to seek and

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obtain injunctive relief shall not limit the disclosing party's right to pursue other remedies. All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

17. GOVERNING LAW AND VENUE: This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to the principles of conflict of laws. Legal action solely for injunctive relief may be brought in any court of competent jurisdiction. All other lawsuits brought by either party under this Agreement shall only be brought in a court of competent jurisdiction in the Commonwealth of Virginia.

18. HEADINGS: The HEADINGS used in this Agreement are merely for reference, have no independent legal meaning, and impose no obligations or conditions on the parties.

19. NOTICES TO PARTIES: Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered by hand or mailed (first class postage prepaid) to the person indicated below, unless either party notifies the other party, in writing, of a change in the designated addressee:

To:

ManTech Space Systems
1535 Vapor Trail
Colorado Springs, CO, USA 80916
Attn: Londa Phillips

To:

Vilmos Paradi
Thököly út 59/A 2/5
1146
Budapest, Hungary

20. ASSIGNMENT AND SUBCONTRACTING: This Agreement shall be binding on the parties and their successors and assigns. Nevertheless, the parties may not assign or otherwise transfer this Agreement or any rights, duties, or obligations under this Agreement without the prior written consent of the other party.

21. ENTIRE AGREEMENT: The contents of this Agreement constitute the entire understanding and agreement between the Parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be amended except by written agreement signed by both parties.

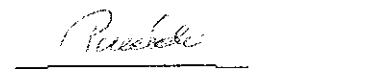
IN WITNESS WHEREOF, the authorized representatives of the parties execute this Agreement:

ManTech Space Systems Corp.



Authorized Signature
Lindy E. Martin, Executive Director
Name and Title (Type/Print)

Vilmos Paradi


Authorized Signature
Vilmos Paradi, Consultant
Name and Title (Type/Print)