

Subscription

Completion of a Membership Application Form and payment of your subscription, and joining fee enables your membership of NDI. On receipt of this and a signed confidentiality agreement NDI staff will send you:

- A Membership Certificate
- An electronic copy of the NDI Logo
- A copy of your signed Confidentiality Agreement
- Access codes to allow you to complete your profile in the NDI Capability Database

Subscription Renewal

Your subscription is due for renewal within 30 days of the anniversary date of your initial subscription.

Membership of NDI

NDI is incorporated as a company with its liability limited by guarantee. This limits liability to one pound £1 per member. Completing the enclosed Company Membership form secures your voting rights at the NDI AGM and represents your shareholding in our business.

NDI Capability Database

The NDI Capability database is a unique resource of supplier capability that is used by NDI to:

- Match supplier capability with procurement requirements
- Market members' capability to potential customers

Completion of your company's entry in this resource is a mandatory requirement of membership.

Success Fee or Commission

NDI will actively seek to identify business opportunities from a variety of sources that can be matched with the capability of your company. In the event that we jointly secure a contract NDI will be entitled to a success fee or commission calculated as a percentage of the value of the contract. This negotiation will take place as the opportunity begins to crystallise and the percentage will not exceed 2%.

Confidentiality Agreement

NDI is currently involved in a number of projects that require us to sign Non Disclosure or Proprietary Information Agreements. It is important that the obligations of these agreements and the more general need for confidentiality in the business transactions between NDI and its members that we have jointly signed a Confidentiality Agreement. This is a mandatory requirement of your membership of NDI and we cannot process your membership application without this.

Action Plans

An important element of NDI's membership development programme is to agree Action Plans for all members. Your NDI Sector Business Development Manager will agree up to 6 specific achievable objectives with you that can be delivered on a sensible time scale. These may include contact with new customers, access to competitiveness support projects, skills development or general business development and marketing support. These action plans are formal documents that will be monitored by the member company and the executive management team of NDI.

Contact with NDI

A Sector Business Development Manager from NDI will be assigned to your company. However a general NDI contact list is included in your information pack and should be used as a reference.

Our Service Commitment to Members

- NDI will market the capability of member companies to potential customers in the defence and aerospace industry
- NDI will provide business opportunities by matching capability with procurement requirements as they emerge, through the 'NDI Bulletin'©, the 'NDI Trading Post'©, and by encouraging inter-trading between companies
- NDI will promote your business through the 'NDI Capability Database'©, 'NDI News'©, 'NDI Bulletin'©, Exhibitions, Events and introductions to potential customers
- NDI will invite you to attend events such as the 'Annual Conference', 'Industry Days', 'Project Seminars', 'Prime Contractor and IPT Presentations'
- NDI will assist you to access support to improve the competitiveness of your business or to develop skills of your employees

Central Square South
Orchard Street
Newcastle upon Tyne
NE1 3AZ

Tel: +44 (0)191 255 1720
Fax: +44 (0)191 255 1721
Web: www.ndi.org.uk

NDI CONTACT INFORMATION

Name	Position	Mobile	Email
Robin Fox	Managing Director	07734351044	robin.fox@ndi.org.uk
David Bowles	Chairman		
Chris Jenkinson	Sector Business Manager (Corporate)	07771589510	chris.jenkinson@ndi.org.uk
Andrew Collier	Sector Business Manager (Marine)	07738319669	andrew.collier@ndi.org.uk
Mike Winter	Business Support Manager	07738319670	mike.winter@ndi.org.uk
Pamela Baker	General Manager		pamela.baker@ndi.org.uk
Catherine Jeffrey	Accountant/Budget Manager		catherine.jeffrey@ndi.org.uk
Dan Tweedy	IT & Communications Manager		dan.tweedy@ndi.org.uk
Maria Winsper	Events Manager (Maternity Leave until summer 2010)		maria.winsper@ndi.org.uk
Liz Ferguson	Events Manager		liz.ferguson@ndi.org.uk
Christopher Wright	IT Assistant & Database Co-ordinator		christopher.wright@ndi.org.uk
Alfia Itarsiwala	Administrator		alfia.ai@ndi.org.uk

NDI MEMBERSHIP MATRIX

Service	Description	Cost	GP	SI	T1/T2
Business Development Action Plans	NDI will develop and agree an action plan that will identify target markets, Customers and business improvement projects that can be used to measure progress and monitor performance.	FOC			
Supply Capability Profiling	Member companies will complete the Capability Profiling questionnaire on the NDI web site. This will be used to market member capability to target markets and customers.	FOC			
Capability Assessment	NDI will invite member companies to participate in a capability assessment programme that will benchmark performance and reveal areas of improvement. NDI will introduce partner organisations who can provide business improvement and efficiency services.	Charge			
Supplier Network Facilitation and Project Management	NDI will provide client companies with support to identify and assemble supply networks that will enable industrial participation strategies and obligations to be met. NDI will also provide management and facilitation of supplier networks to enable project and programme visibility and troubleshooting.	Charge			
Business Improvement Support	NDI has operational partnerships with organisations such as NEPA, AMRC, The Digital Factory, The Factory of the Future, CAMTeC etc who can provide services to improve manufacturing and business performance. Including Lean programmes, Six Sigma, Digital Technology and projects such as workshop management, most of which are free, subsidised or eligible for grant support.	FOC			
Business Opportunities	Access to NDI sourced business opportunities accessed through the NDI Bulletin, Web Site and NDI representatives.	FOC			
Tender Monitoring	NDI offers tender information specific to the defence and engineering sector through the NDI Trading Post on our website. The Trading Post enables users to see recent tender opportunities from throughout the European Union and USA. Users can also perform competitor analysis by interrogating the system for past contract wins.	FOC			
Customer Introductions	NDI has an extensive database of contacts with the MoD DE&S organisation and a number of Prime Contractors and System Integrators. Member companies can access the contacts data on request.	FOC			

NDI MEMBERSHIP MATRIX

Service	Description	Cost	GP	SI	T1/T2
Business Information and Networking Events	NDI organises networking and special interest group events at which business information is presented and exchanged.	FOC			
NDI News	NDI publishes 'NDI News' a periodical newsletter that is mailed to over approximately 6000 named individuals in targeted customer communities. NDI members are encouraged to submit case studies and stories for publication.	FOC			
NDI Bulletin	NDI publishes a periodical electronic bulletin that is e mailed to subscribers at least twice monthly and to mark special interest events. It is packed with information including business opportunities, events and booking arrangements, topical articles and contacts.	FOC			
Press and Public Relations Support	Jennings Nicholson Associates is NDI's publicity partner and plays a major role in promoting the capability of member companies and in building the strength and impact of the NDI Brand. Jennings Nicholson is available to assist member companies with press and PR support free of charge for straightforward press releases through NDI and chargeable for all other support.	FOC & Charge			
Project Industry Days	In partnership with Prime Contractors, MoD and major integrators, NDI will organise 'Industry Days' in support of specific projects and programmes.				
Exhibitions	NDI organises participation in internationally significant exhibitions such as DSEI, Farnborough International and the Paris Air Show. Member companies are enabled to participate in these collaborative events. NDI's high profile stand & services are part funded by Regional Development Agencies.	Charge			
OEM/Prime Project Bid Promotional Support	NDI will provide its prime contractor/OEM customers and contacts with support to promote their bid to secure orders by political introductions, presentations and events.	Charge			
Industrial Participation Strategies	NDI will provide OEMs and Primes with support to for the development and implementation of Industrial Participation Strategies.	By Agreement			
Supplier Profiling and Selection	NDI will provide support to profile suppliers against procurement specification and will assist with selection.	FOC			

NDI MEMBERSHIP MATRIX

Service	Description	Cost	GP	SI	T1/T2
Global Partner Support Package	NDI will agree a Global Partner level support plan based on the Partners specific requirements for programmes or projects.	FOC			
Access to the NDI Capability Database	All NDI members have access to the NDI Capability Database. The Global Partners receive (unrestricted password) access to search the database. All other members should access the database via the NDI Member Support Manager.	FOC			
Sector Business Development Manager	All members will have access to a Sector Business Development Manager from NDI. Tier 2 members will receive at least two visits per year and have telephone access at any time. Tier 1 members will receive four visits per year and have telephone access at any time.	FOC			
Global Partner & Integrator Account Manager	Integrators and Global Partners will be allocated an Account Manager from the NDI senior executive team who will be responsible for maintaining an ongoing contact and agreed level of activity.				

GP **Global Partner**

SI **System Integrator**

T1 **Tier 1 Member**

T2 **Tier 2 Member**

Northern Defence Industries Limited

Company Number: 4195419

("the Company")

The Companies Act 2006

Application

Pursuant to section 112 of the Companies Act 2006 and subject to the articles of association of the Company, to any rules for the time being made thereunder, and to any terms for membership applicable to the Company, we/I the undersigned hereby apply for membership of the Company.

In the event of the Company being wound up while the undersigned is a member, or within one year afterwards, we/I undertake to contribute such amount as may be required, not exceeding the guaranteed sum of £1.00 (one pound), for payment of the debts and liabilities of the Company contracted before ceasing to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

Signed:

Address:
.....
.....
.....
.....

Dated:

Dated _____ 200[]

[]

and

Northern Defence Industries Limited

Members' Confidentiality Agreement

[For use when: Members join NDI to enable them to feel that they can discuss confidential matters between Members in special interest group meetings.]

This Deed is made the _____ day of _____ 200[]

Between

1. [_____] [whose registered office is at] [of] [_____]
("the Signatory"); and
2. Northern Defence Industries Limited (CRN: 04195419) a company limited by guarantee whose registered office is at Central Square South, Newcastle upon Tyne, NE1 3AZ ("NDI").

Whereas

- (a) For the purpose of NDI Activities, Members wish to be able to enter into discussions with each other and share information (which may involve the disclosure of Confidential Information) on the basis of confidentiality provisions furnished by recipient Members.
- (b) The Signatory wishes to become a Member and accordingly agrees to treat Confidential Information as confidential upon the terms of this Agreement.

It is agreed as follows:

1. Interpretation

In this Agreement the following terms shall have the following meanings:

- | | |
|----------------------------|---|
| "Confidential Information" | any and all information relating to Members, the business of Members, Members' potential contracts and NDI Activities, whether written, oral, visual or on computer disk, supplied by NDI or Members to the Signatory, or received or deduced by the Signatory either directly or indirectly from information supplied by Members or NDI, or as a result of visits by the Signatory to the premises of Members or at NDI meetings including (without limitation) technical information, data, drawings, designs, know-how, formulae, specifications, products, new business ideas, business information, marketing information, software programs, pricing details, customer details, potential contracts and any other information relating to the Members' and their subsidiaries and/or associated companies or any other person (whether corporate or not) withwhom Members may be in commercial co-operation or association; |
| "Members" | means NDI and each member of NDI whether or not they are members of NDI as at the date of this Agreement; |
| "NDI Activities" | means networking and/or collaboration between Members in respect of reviewing and discussing technology applications and commercial opportunities; |

“NDI Group”	means in relation to NDI that company and any company which from time to time is a holding company NDI or a subsidiary of NDI or of such holding company;
“Permitted Purpose”	means use in respect of NDI Activities and such other purpose as may be agreed between the Signatory and the Relevant Member;
“Relevant Member”	means a Member or as the case may be NDI from or in respect of whom Confidential Information is received following the date of this Agreement and prior to their ceasing to be a Member.

2. Undertakings of the Signatory

- 2.1. In consideration of the Signatory having the benefit, of obligations of confidentiality owed or to become owed to it by other Members pursuant to this Agreement the Signatory hereby undertakes to each Member that whilst it remains a Member and for a period of two years after cessation of membership of NDI:
 - 2.1.1. to use all Confidential Information exclusively for the Permitted Purpose;
 - 2.1.2. without prejudice to the generality of clause 2.1.1, not to use any Confidential Information supplied by Members to the Signatory, for its own benefit;
 - 2.1.3. to maintain as confidential all Confidential Information that it may acquire in any manner accordingly the Signatory will not directly or indirectly use or disclose any of the Confidential Information in whole or in part save as in accordance with the terms of this Agreement.
- 2.2. The Signatory shall provide such information as is reasonably required by NDI from time to time to compile and maintain up to date its membership capabilities database which is intended to be made available to Relevant Members and third parties who may wish to enter into contracts with Members from time to time.
- 2.3. To secure the confidentiality attaching to the Confidential Information, the Signatory shall:
 - 2.3.1. not use, reproduce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
 - 2.3.2. make copies of the Confidential Information only to the extent that the same is strictly required for the Permitted Purpose;
 - 2.3.3. on request, made at any time, by the Relevant Member deliver up to such Relevant Member or at its option destroy all documents and other

material in the possession, custody or control of the Signatory that bear or incorporate any part of that Relevant Member's Confidential Information and will expunge all such Confidential Information, from any computer, word processor or other device or media containing or where incorporated into other documents or material shall destroy that part which incorporates the Confidential Information it and will confirm compliance with the above in writing to such Member;

- 2.3.4. only disclose details of the Confidential Information to those of its officers, employees and agents (if any) to whom it is reasonably necessary to disclose the same for the Permitted Purpose; and
- 2.3.5. procure that its officers, employees and agents strictly observe the terms of this Agreement and the Signatory will be responsible for any breach of this Agreement by any of them and shall indemnify the Relevant Member in respect of all damage (including but not limited to legal costs) which may arise directly or indirectly from the unauthorised disclosure or use of any Confidential Information.

3. Exceptions

The foregoing restrictions on the Signatory shall not apply to any Confidential Information which:

- 3.1. the Signatory can prove, by documentary evidence produced to the Relevant Member within 28 days of a request to do so by the Relevant Member, was already in the possession of the Signatory and at its free disposal before its disclosure under this Agreement;
- 3.2. is disclosed to the Signatory by a third party who has not derived it directly or indirectly from the Relevant Member or under any obligation of confidence;
- 3.3. the Signatory can prove, by documentary evidence, was developed independently by an agent or employee of the Signatory without the use of the Confidential Information;
- 3.4. is or becomes generally available to the public in printed publications in general circulation in the United Kingdom through no act or default on the part of the Signatory or the Signatory's agents or employees;
- 3.5. is required to be disclosed by law or applicable regulation including but not limited to those imposed by the London Stock Exchange.
- 3.6. is supplied for inclusion in the membership capabilities database maintained by NDI from time to time; or
- 3.7. is supplied to any other company which is a member of the NDI Group at the time of disclosure.

4. Inclusions

Without prejudice to the generality of clause 3.4, information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being so available.

5. Legal Requirement to Disclose

In the event that the Signatory, its officers, employees or agents or anyone to whom the Signatory transmits any Confidential Information becomes (or is reasonably likely to become) legally required to disclose any Confidential Information, then:

- 5.1. prompt notice shall be given to the Relevant Member, so that that Relevant Member, may seek an appropriate remedy to prevent disclosure; and
- 5.2. the Signatory is entitled to disclose the Confidential Information only to the extent so required and subject to prior consultation (where practicable) with such Relevant Member, with a view to agreeing the timing and content of the disclosure.

6. Ownership of Information

Any Confidential Information disclosed under this Agreement shall remain the property of the Relevant Member. The Signatory shall have no rights in respect of the Confidential Information other than a licence to use the same in accordance with the terms of this Agreement.

7. No Representations or Warranties

The Signatory will be solely responsible for making its own judgement and decisions in respect of the Confidential Information. Neither Members nor any of their respective officers, employees or agents makes any representation or warranty (express or implied) as to the accuracy or completeness of the Confidential Information or as to the reasonableness of any assumptions which may be contained in it. Neither Relevant Members, nor any of their respective officers, shareholders, employees or agents will have any liability to the Signatory resulting from its use of the Confidential Information.

8. Remedies

Without prejudice to any other rights and remedies Members may have, the Signatory agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Signatory. Accordingly, the Signatory agrees that Relevant Members shall be entitled without proof of special damage to the remedies of an

injunction and other equitable relief for any actual or threatened breach by the Signatory of this Agreement.

9. Third Party Rights

9.1. Any Relevant Member may enforce the terms of this Agreement against the Signatory subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

9.2. Except as provided in clause 9.1, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Signatory Rights

In consideration of the obligations to Relevant Members accepted by the Signatory hereunder NDI agrees to request that all Members enter into a confidentiality agreement on terms approved by the board of NDI from time to time with the intention that all information of the Signatory in the nature of Confidential Information be protected to a similar degree as set out in this Agreement but NDI shall not be liable for the consequences of the failure of any Member to sign such an agreement.

11. Waiver

No failure or forbearance by the Signatory to exercise any of its rights under this Agreement shall be construed as a waiver of such rights and shall not prevent the future exercise of such rights.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties in respect of the obligations of confidentiality and restrictions accepted by the Signatory in relation to the Confidential Information.

13. No Assignment

This Agreement is personal to the parties hereto and may not be assigned.

14. Governing law

The construction validity and performance of this Agreement shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

In witness the Signatory has executed this document as a Deed the day and year first above written.

Signed and delivered as a deed by
[Company Name] Limited
acting by
Director
Director/Secretary

in the presence of

Signed by witness
Name
Address
.....
.....
Occupation

[OR if the Member is an individual]

Signed and delivered as a deed by
[Name]