

**MUTUAL TERMINATION NOTICE
CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT**

This Mutual Termination Notice (the “Notice”) is entered into as of October 30, 2025, by and among the United States Olympic & Paralympic Committee (“USOPC”), acting on behalf of itself and its Affiliates; 47G – Utah Aerospace and Defense (“47G”); Weber State University (“WSU”); Ogden City; Weber County; and TotalSim, LLC (“TotalSim”) (collectively, the “Parties”).

WHEREAS The Parties entered into that certain Confidentiality and Non-Disclosure Agreement dated March 18, 2025 (the “Agreement”).

WHEREAS The Parties now mutually desire to terminate the Agreement.

AGREEMENTs

1. **Termination.** By mutual consent, the Parties hereby terminate the Agreement, effective as of October 30, 2025 (the “Termination Date”).
2. **Survival of Confidentiality Obligations.** The Parties acknowledge and agree that, in accordance with the terms of the Agreement, obligations regarding the confidentiality, non-disclosure, and protection of Confidential Information shall survive termination and remain binding on the Parties. However, the Parties agree that the definition of “Confidential Information” shall be modified to include only non-public information provided by discloser to recipient during the term of the original Agreement that was designated or identified by discloser as confidential or as including trade secrets, or should be known by recipient when exercising reasonable business judgment to include sensitive technical information. The Parties specifically agree that survival obligations do not apply to information described in Section 11 of the Agreement.
3. **Return or Destruction of Information.** Each Party agrees that upon written request, it will return or destroy all Confidential Information of the other Parties in its possession, custody, or control in accordance with Section 6 of the Agreement, and to confirm such return or destruction.
4. **No Further Obligations.** Except as expressly set forth herein or in the Agreement regarding confidentiality, no Party shall have any further obligations under the Agreement following the Termination Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

47G - Utah Aerospace and Defense

By: 
Aaron Starks (Oct 31, 2025 02:03:54 MDT)

Date: 10/31/2025

Name: Aaron Starks

Title: CEO & President

United States Olympic & Paralympic Committee

By: Mike Levine

Date: 10/31/2025

Name: Mike Levine

Title: Sr. Dir., Performance Pathways & Innovation

Weber State University