

EXHIBIT 1

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement") is dated as of October 1, 2018 and is made and entered into by and between CUBIC CORPORATION, a corporation organized and existing under the laws of the State of Delaware having its principal offices at 9333 Balboa Avenue, San Diego, California 92123, and JOHN D. THOMAS ("Recipient").

1. Recipient may be providing occasional consulting services to Cubic Corporation or its subsidiaries (collectively "Cubic" or the "Company"), during the period of October 1, 2018 and September 30, 2019. In providing such consulting services, Recipient may receive access to Proprietary Information (as defined below) from Cubic that Cubic deems to be confidential, proprietary, and/or business-sensitive. Cubic will provide Recipient with access to such Proprietary Information for the sole purpose of learning about and assisting with Cubic's business and operations (hereinafter, the "Purpose"), subject to Recipient's strict adherence to the obligations set forth below.

2. "Proprietary Information" shall mean all forms and types of business, technical, financial, economic, sales, marketing, or customer information of Cubic, including, without limitation, written, magnetic or optical media, and oral and visual disclosures that Recipient receives or has access to, from the Cubic network or any other source, as a result of the Purpose, which has not been previously disclosed to the general public by an authorized Company representative or customer, regardless of whether such information would be deemed a trade secret under applicable law. Proprietary Information shall be interpreted broadly and includes, but is not limited to, business strategies and plans, financial information, projections, pricing and cost information, proposals, lists of present or future customers, all information obtained from or about current or future customers, supplier lists and information, plans and results of research and development, reports, manuals, policies, evaluations, designs, specifications, blueprints, drawings, patterns, compilations, formulas, programs, software, prototypes, methods, processes, devices, procedures, special techniques of any kind peculiar to the Company's operations, or other confidential or proprietary information or intellectual property related to the business, products, services, or plans of Company, whether tangible or intangible, and whether stored or memorialized physically, electronically, photographically, or in Recipient's memory. This specifically includes all information the Company receives from customers or other third parties that is not generally known to the public or is subject to a confidentiality agreement. Proprietary Information does not include furnished information which:

- (1) At the time of disclosure, is in the public domain;
- (2) After disclosure, lawfully enters the public domain other than as a result of the act or omission of Recipient; or
- (3) Recipient can conclusively demonstrate by written evidence that the same was lawfully known to it without restriction or was developed independently by it without direct or indirect access to the Proprietary Information provided by Cubic.

3. Recipient acknowledges that the Company is entitled to prevent the unauthorized use or disclosure of its Proprietary Information. Unless expressly authorized by Cubic for its sole benefit, Recipient shall hold in the strictest confidence and not use, disclose, or allow to be

disclosed to any person, firm, or corporation, the Company's Proprietary Information. Recipient shall take all reasonable measures necessary to maintain the secrecy of Proprietary Information.

4. This Agreement shall become effective upon its execution by both Parties as of the date written above (the "Effective Date") and shall apply to all information furnished by Cubic to Recipient for a period of one year following the Effective Date ("the Term"). The Term may be extended by mutual written agreement between the Parties.

5. Upon expiration or termination of this Agreement, or upon demand of Cubic at any time, Recipient shall, at Cubic's option, (a) immediately return all Proprietary Information (including, but not limited to, all copies, extracts, summaries, or digests thereof) to Cubic or (b) destroy all Proprietary Information (including, but not limited to, all copies, extracts, summaries, or digests thereof) and provide Cubic with written certification of such destruction. Notwithstanding the termination or expiration of this Agreement, this Agreement shall be coterminous and expire with any agreement to which it is or becomes appended, and the scope of this Agreement shall be augmented to permit the Parties to perform under the appended agreement.

6. All rights in Proprietary Information are reserved by Cubic. Other than the rights expressly granted herein, neither this Agreement, nor the disclosure of any Proprietary Information, shall be construed as expressing or implying any other rights, including but not limited to any rights of ownership of Proprietary Information, or rights to any invention, patent, copyright or other intellectual property right heretofore or hereafter owned, acquired, developed, or licensable by Cubic. All Proprietary Information shall remain the exclusive property of Cubic. This Agreement shall not be construed to recognize or create any formal business, agency, or employment relationship.

7. Any notice under or in connection with this Agreement shall be in writing and delivered by reputable overnight mail equivalent carrier, facsimile, or first class mail. Such notice shall be deemed to have been given when received by the Party to which the communication is directed at its address set forth below:

To Cubic:

Attn: Law Department
Cubic Corporation
9333 Balboa Avenue
San Diego, CA 92123
Phone: (858) 505-2499
Fax: (858) 505-1599

To Recipient:

John D. Thomas

8. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, delegated, or otherwise transferred by either Party without the express prior written consent of the other Party, except to an entity that succeeds to all or substantially all of the business assets of the assigning Party, and so long as such entity agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment or delegation in contravention of this clause shall be void and unenforceable. The foregoing notwithstanding, Cubic may assign or otherwise transfer this Agreement to its parent company or any wholly-owned subsidiary thereof without Recipient's consent.

9. If any material condition or provision contained herein is held to be invalid, void, or unenforceable by a final judgment of any court of competent jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

10. The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant, or condition herein contained shall not be deemed to be a waiver of any (a) subsequent breach of such term, provision, covenant, or condition or (b) other term, provision, covenant, or condition.

11. This Agreement shall be subject to and construed in accordance with the laws of the State of California, excluding its conflicts of laws provisions. This Agreement shall be construed as having been prepared by both Parties. The Parties waive California Civil Code Section 1654, which states "in cases of uncertainty not removed by the preceding rules, the language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist."

12. Recipient acknowledges that, due to the unique nature of Proprietary Information, there can be no adequate remedy at law for Recipient's unauthorized use or disclosure of Proprietary Information in breach of this Agreement and that such breach will cause immediate and irreparable harm to Cubic. Upon any such breach or any threat thereof by Recipient, Cubic shall be entitled to appropriate equitable relief from any court of competent jurisdiction (without being required to post a bond or other security) and shall be indemnified by Recipient from any loss or harm (including, without limitation, attorneys' fees) in connection with any breach or enforcement of Recipient's obligations under this Agreement or the unauthorized use or disclosure of any such Proprietary Information. Recipient consents to and submits to the jurisdiction of any state or federal court located within the County of San Diego, California, if Cubic elects to bring such an action for equitable relief in any such court.

13. This Agreement may be executed in counterparts and transmitted by facsimile, each of which, when so executed and transmitted, shall be deemed to be an original, and all such counterparts together shall constitute one and the same document.

14. The obligations in this Agreement supplement and do not supersede the terms and conditions in the Employee Inventions And Secrecy Agreement executed by Recipient when he was an employee of Cubic. This Agreement may be modified only by a written amendment executed by duly authorized representatives of each Party.

(signatures provided on following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CUBIC CORPORATION

JOHN D. THOMAS

By: /s/ James R. Edwards

Signed: /s/ John D. Thomas

Print Name: James R. Edwards

Date: July 11, 2017

Title: Sr. Vice President, General Counsel & Secretary

Date: July 11, 2017