

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made effective as of _____ ("Effective Date"), by and between RED TAILS Drone Academy ("Disclosing Party"), of 1329 Seward Avenue, Akron, Ohio 44320, and _____ ("Recipient"), of _____, _____, _____.

The Disclosing Party has requested, and the Recipient has agreed, to protect any confidential material and information that the Disclosing Party may share. Therefore, the parties agree as follows:

Confidential Information. The term "Confidential Information" refers to any and all confidential, proprietary, or non-public information exchanged between the Parties, whether directly or indirectly. This includes, but is not limited to, trade secrets revealed on or after the Effective Date, regardless of whether the Confidential Information is disclosed in writing, orally, or through other forms of communication or observation.

Purpose of Disclosure. The Disclosing Party and the Recipient desire to share the Confidential Information in connection with the following:

Not to share any documents or material that is provided to the student

Term. The term of this Agreement will begin on the Effective Date and shall remain in effect until Two Years from the Effective Date ("Termination Date"), unless terminated earlier as outlined in the Termination section below. Either party may alter the Termination Date by mutual written consent. During the term of this Agreement and for Not Less than Two Years after the Termination Date, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure.

Termination. Either party may end this Agreement prior to the Termination Date, with or without cause, upon _____ days' written notice to the other party ("Early Termination"). Upon Early Termination, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure for an additional Not Less than Two Years.

Protection of Confidential Information. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of the Disclosing Party which provides the Disclosing Party with a significant competitive advantage and needs to be protected from improper disclosure. In exchange for receiving the Confidential Information, the Recipient agrees as follows:

(a) **No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Disclosing Party.

(b) **No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party.

(c) **Unauthorized Use.** The Recipient shall promptly advise the Disclosing Party if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

(d) **Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom the Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Disclosing Party.

Exceptions to Confidential Information. Confidential Information, as it is used in this Agreement, does not include the following information: (i) Information that is publicly known due to disclosure by the Disclosing Party; (ii) information received by the Recipient from a third party who has no confidentiality obligation; (iii) information independently created by the Recipient; (iv) information disclosed by operation of law; and (v) any other information that both parties agree in writing is not confidential.

Unauthorized Disclosure of Confidential Information - Injunction. The Recipient acknowledges and agrees that there can be no adequate remedy at law if any Confidential Information is disclosed or is at risk of being disclosed in breach of this Agreement. Upon any such breach the Disclosing Party shall be entitled to temporary or permanent injunctive or mandatory relief. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

Whistleblower Protection. This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

Non-Circumvention. During the term of this Agreement, and for Three years thereafter, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by the Disclosing Party to the Recipient for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party. If such circumvention shall occur the Disclosing Party shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

Return or Destruction of Confidential Information. Upon termination of this Agreement or upon written request from the Disclosing Party, the Recipient must return all Confidential Information and property belonging to the Disclosing Party. This includes, but is not limited to, records, notes, data, memoranda, models, and equipment of any kind that are in the Recipient's possession or control and pertain to the Disclosing Party's Confidential Information. All copies or extracts of the Confidential Information must be promptly and permanently deleted.

Relationship of Parties. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

No Warranty. No warranties are made by the Disclosing Party to the Recipient under this Agreement with respect to the Confidential Information, including warranties of merchantability, fitness for a particular purpose, or noninfringement. Any information exchanged under this Agreement is provided "AS IS." The Disclosing Party does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

Limited License to Use. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Disclosing Party and the Recipient, the Confidential Information and all related copyrights and other intellectual property

rights, are (and at all times will be) the property of the Disclosing Party, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

Indemnification. The Recipient agrees to indemnify and hold the Disclosing Party harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Disclosing Party that result from the acts or omissions of the Recipient and their employees, agents, or representatives.

Attorney's Fees. If a legal suit, action, or proceeding, including arbitration, is brought by any party to enforce or to interpret any provision of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages awarded, all costs associated with conducting the suit, action, proceeding, or arbitration and reasonable attorneys' fees.

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

Amendment. This Agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by both parties.

Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Governing Law. This Agreement shall be governed by the laws of Ohio.

Signatories. This Agreement shall be executed by Lavert Martin, Owner, on behalf of RED TAILS Drone Academy and _____ and delivered in the manner prescribed by law as of the date first written above.

The Disclosing Party:

Lavert Martin

RED TAILS Drone Academy, Lavert Martin
Owner

Date

The Recipient:

Date

