

NON-DISCLOSURE AGREEMENT

PROJECT DESCRIPTION: Aerial Force One LLC (All regions)

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2024, by and between Aerial Force One LLC _____ ("Contractor").

BACKGROUND

Aerial Force ONE LLC and Contractor are exploring, or have engaged in, a business relationship ("Relationship"), which could, in part, require disclosure of certain proprietary and confidential information by each party to the other party. Each party desires to protect its proprietary and confidential information and to prevent other persons and entities from acquiring, appropriating, or discovering its proprietary and confidential information.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties agree, and covenant as follows:

1. **Confidentiality.** Each party ("Receiving Party") agrees to regard and preserve as confidential any and all information, material, documents, and data related to the business activities of the other party and their respective customers (including, but not limited to, customer lists), that may be disclosed to, or received by, the Receiving Party from the other party as a result of the Relationship or this Agreement ("Confidential Information"). Such Confidential Information shall not include any information which is or becomes through no fault of the Receiving Party part of the public domain; which was already known to the Receiving Party at the time of disclosure as evidenced by written documents; which is independently developed by the Receiving Party without reference to or use of any Confidential Information received from the other party; or which was lawfully obtained by the Receiving Party from a third party outside of this Agreement. During the term of the Relationship and for three (3) years thereafter, the Receiving Party: (i) shall hold the Confidential Information in trust and confidence for the other party and shall protect the Confidential Information with the same degree of care as the Receiving Party employs for the protection of its own trade secrets and confidential information (but in no event shall such care be less than that which is commercially reasonable); (ii) shall not disclose, reveal, make accessible or make available to any person or entity any Confidential Information; (iii) shall only use the Confidential Information for the limited purpose of performing its duties pursuant to the Relationship and, in such performance, shall limit access to and disclosure of the Confidential Information to the Receiving Party's employees on a "need to

know" basis only; and (iv) shall never use or exploit any such Confidential Information for its own benefit or any other person's or entity's benefit.

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2. Ownership and Return. The Receiving Party acknowledges and agrees that all of the Confidential Information of the other party is and shall remain the sole and exclusive property of the other party, free of any and all claims of the Receiving Party. Any such information, data, or ideas created as a result of the Relationship or this Agreement that relates directly Aerial Force One LLC to product(s) or service(s) shall belong solely to Aerial Force One LLC and that which relates in any way to Aerial Force One LLC shall belong solely to Aerial Force One LLC. Upon the discontinuance of the Relationship or an earlier request by the other party, the Receiving Party shall have no right to keep or use and shall promptly return to the other party all Confidential Information and all equipment and tangible personal property of the other party entrusted to the Receiving Party or otherwise in the Receiving Party's possession or control. The Receiving Party shall be deemed to be the bailee thereof for the use and benefit of the other party and shall not at any time acquire any right, title, or interest in or to such Confidential Information or equipment or tangible personal property of the other party and shall safely keep and preserve the same.

3. Remedies. In the event of any actual or threatened breach by the Receiving Party of any provision of this Agreement, particularly Sections 1 and 2 above, the Receiving Party acknowledges that the other party will incur significant and irreparable damage for each such breach and that the other party has no adequate remedy at law for such breach. Therefore, the other party shall be entitled to injunctive relief immediately and permanently restraining the Receiving Party from such continuing and/or threatened breach. In addition, the Receiving Party shall be liable to the other party for any and all damages and other losses caused by any such breach. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more rights or remedies provided for by this Agreement or by law, equity, statute (including the Uniform Trade Secrets Act and any such similar statute) or otherwise shall not preclude the parties from exercising any other right or remedy.

4. Attorney's Fees. If a legal action or other proceeding is brought by Aerial Force One LLC or Customer for enforcement of this Agreement, the party that prevails by enforcing this Agreement shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred, in addition to any other relief to which it may be entitled.

5. Miscellaneous. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the parties hereto relating to the subject matter thereof. Each party hereto acknowledges that this Agreement does not in any way, expressly or implicitly, create any obligation for either party to pursue or consummate

any business or other relationship. This Agreement shall be deemed to have been executed in the State of Indiana and shall be interpreted, construed, and enforced according to the laws of the State of Indiana, without giving effect to any conflict of laws provisions. Each party expressly submits themselves to the exclusive, personal jurisdiction of the federal and state courts situated in Indianapolis, Indiana. This Agreement shall inure to and bind the successors and assigns of the respective parties hereto; provided, however, that nothing herein shall be construed to permit the sale, assignment or delegation of the parties' interests and/or obligations hereunder. Any waiver by any party of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other party. In addition, no course of dealing between the parties, nor any delay in exercising any rights or remedies of the parties, shall be construed as a waiver. The provisions of this Agreement are severed In addition, it is the intent and agreement of the parties that all of the terms and conditions hereof be enforced to the fullest extent permitted by law. All warranties, representations, indemnities, covenants and other agreements of the parties hereto shall survive the execution, delivery and termination of this Agreement and shall, notwithstanding the execution, delivery and termination of this Agreement, continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Aerial Force One LLC

Print Name: Randy Hafler (Owner)

Title: _____

Date: _____

Sub-Contractor

Print Name: _____

Title: _____

Date: _____