

# NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

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## Parties Confidential Information

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
INDICATE MM/DD/YYYY

This NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (“Agreement”), dated this [Month Day, YEAR], is by and between Jonathon L. Cortez of TSUNAMI AIR LLC (“Disclosing Party”) and \_\_\_\_\_ of \_\_\_\_\_ (“Receiving Party”).  
First and last Name    Company Name [ WRITE "N/A" if Not Applicable ]

In consideration of, and as a condition given by the Disclosing Party to the Receiving Party, in addition to other valuable consideration, the Parties hereby agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”) as defined below and to the terms as follows:

## Confidential Information

“Confidential Information” shall be defined as any information disclosed under this Agreement which includes technical data, product plans and demonstrations, database information services, developments, processes, designs, hardware configuration information, financial information, customer lists, business plans, strategies, patents obtained and pending, prototypes, trademarks, slogans, brands, test results, and market research.

## Terms and Conditions

- **USE OF INFORMATION.**

Any Confidential Information disclosed under this Agreement shall be used only for negotiating a business opportunity of mutual interests between both parties.

- **DURATION.**

The Receiving Party shall be bound to keeping the Confidential Information in strict confidence for [three (3)] years from the commencement date. This Agreement shall expire on \_\_\_/\_\_\_/\_\_\_ but the duty to keep the information confidential shall continue after the termination.

- **DUTY TO PROTECT.**

The Receiving Party shall protect the Confidential Information as if it is protecting their own data of similar nature. The Receiving Party shall limit its disclosure to its employees, consultants, officers, and legal advisors who shall also hold the information according to this Agreement. Furthermore, the Receiving Party is only allowed to make copies of the Confidential Information when necessary and when authorized by the Disclosing Party.

- **MATERIAL.**

The Receiving Party shall have the duty to protect all Confidential Information, whether in writing or in any other manner, that are identified as confidential by the Disclosing Party at the time of the disclosure.

- **RETURN OF MATERIALS.**

All the documents and copies of the Confidential Information remain under the ownership of the Disclosing Party. The Receiving Party must return all documents of the Confidential Information within [three (3)] days upon the Disclosing Party's request.

- **EXCLUDED INFORMATION.**

The Receiving Party is not liable to keep these information confidential which:

- Was in the possession of the Receiving Party prior to this Agreement,
- Is required to be disclosed by law, and
- Is or has become public knowledge at no fault of the Receiving Party.

- **TERMINATION.**

This Agreement may be terminated by either party by giving a written termination notice to the other party [thirty (30)] days before the intended termination date.

- **ENTIRE AGREEMENT.**

This Agreement contains the entire understanding of both parties and supersedes all prior communication of the parties, both written and oral.

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### Signature

X

X

Jonathon L. Cortez  
Disclosing Party

PRINT NAME \_\_\_\_\_  
Receiving Party

**TSUNAMI AIR**



**DRONE SERVICES**