



BIRDS EYE AERIAL DRONES
Non-Disclosure Agreement

Birds Eye Aerial Drones, LLC
69920 Prospect Ave, Suite 101, Santee, CA 92071 ~ Tel 805-890-8817
Info@BirdsEyeAerialDrones.com
BirdsEyeAerialDrones.com
333 Exemption Federal Register Docket # FAA--2015—0483
UAS License 3969230

This Confidentiality Agreement (“Agreement”) is made and effective from 21, April 2021

BETWEEN: Birds Eye Aerial Drones, LLC

and :

Name

Date 21, April 2021

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows: WHEREAS, Recipient has requested information from Birds Eye Aerial Drones, LLC in connection with consideration of a possible transaction or relationship between Birds Eye Aerial Drones, LLC and Interested Party.

WHEREAS, in the course of consideration of the possible transaction of relationship, Birds Eye Aerial Drones, LLC may disclose to Interested Party confidential, important, proprietary trade secret information and/or strategic plans concerning Birds Eye Aerial Drones, LLC and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Birds Eye Aerial Drones, LLC to the Interested Party of certain information.

CONFIDENTIAL INFORMATION

Birds Eye Aerial Drones, LLC proposes to disclose certain of his confidential and proprietary information (“Confidential Information”) to the Interested Party. Confidential Information shall include all data, materials, product lines, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to the Interested Party by BIRDS EYE AERIAL DRONES, LLC.

For the purposes of this Agreement, the term “Interested Party” shall include the direct individual, any company he or she represents, and all affiliates, subsidiaries, and related companies of the Interested Party. For purposes of this agreement, the term “Representative” shall include Interested Parties, directors, officers, employees, agents, and financial, legal, and other advisors.

INTERESTED PARTIES OBLIGATIONS

Interested Party agrees that the Confidential Information is to be considered confidential and proprietary to BIRDS EYE AERIAL DRONES, LLC and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with BIRDS EYE AERIAL DRONES, LLC, and shall disclose it only to its officers, directors, or employees with a specific need to know and agree to be bound by the obligation of confidentiality. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from BIRDS EYE AERIAL DRONES, LLC to any other party whatsoever, except with the specific prior written authorization of BIRDS EYE AERIAL DRONES, LLC.

Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this agreement. Upon the request of BIRDS EYE AERIAL DRONES, LLC, Recipient shall return all Confidential Information in written or tangible form, including all copies, reproductions or other media containing such Confidential Information, within 7 days of such a request. At Recipients option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to BIRDS EYE AERIAL DRONES, LLC regarding destructions within 3 days thereafter. Interested party agrees not to contact client unless agreed upon by BIRDS EYE AERIAL DRONES, LLC.

Interested party may not market to client services unless agreed upon by BIRDS EYE AERIAL DRONES, LLC during the length of the contract if services are utilized and two years after contract end.

TERM

The obligations of Recipient herein shall be effective indefinitely from the date BIRDS EYE AERIAL DRONES, LLC last discloses any Confidential Information to the Recipient pursuant to this agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment to seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between BIRDS EYE AERIAL DRONES, LLC and Recipient under local law.

CONFIDENTIALITY

Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, and shall hold and maintain the Confidential Information in the strictest confidence. Recipient agrees to indemnify BIRDS EYE AERIAL DRONES, LLC against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by BIRDS EYE AERIAL DRONES, LLC as a result of a breach of this agreement by recipient or its representatives.

IRREPARABLE HARM

Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this agreement may cause BIRDS EYE AERIAL DRONES, LLC irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that BIRDS EYE AERIAL DRONES, LLC shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as BIRDS EYE AERIAL DRONES, LLC shall deem appropriate. Such right of BIRDS EYE AERIAL DRONES, LLC is to be in addition to the remedies otherwise available to BIRDS EYE AERIAL DRONES, LLC by law or equity.

GOVERNING LAW AND EQUITABLE RELIEF

The agreement shall be governed and construed in accordance with the laws of the United States of America and the State of California and recipient consents to the exclusive jurisdiction of the state courts and federal courts located in La Mesa, CA for any dispute arising out of this agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, BIRDS EYE AERIAL DRONES, LLC may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect BIRDS EYE AERIAL DRONES, LLC against any such breach or threatened breach.

SURVIVABILITY

This agreement shall continue in full force and effect at all times.

NOTICES

Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery service.

IF TO BIRDS EYE AERIAL DRONES, LLC:

Scott Painter
Birds Eye Aerial Drones, LLC
Address: 9920 Prospect Ave, Suite 101, Santee, CA 92071
Tel: (805) 890-1991
Email: info@birdseyeaerialdrones.com

IF TO INTERESTED PARTY:

Name
Address
Email
Phone Number

ATTORNEY'S FEES

If any action in law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party in such action shall be awarded the attorney's fees and costs incurred.

ENTIRE AGREEMENT

This agreement represents the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This agreement is not, however, to limit any rights that BIRDS EYE AERIAL DRONES, LLC may have under trade secret, copyright, patent or other laws that may be available to BIRDS EYE AERIAL DRONES, LLC. This agreement may not be amended or modified except in writing, signed by each of the parties to the agreement. This agreement shall be construed to its fair meaning and not strictly for or against either party. The heading hereof descriptive only and not to be construed in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Birds Eye Aerial Drones, LLC
Authorized Signature

Scott Painter CEO and Founder of Birds Eye Aerial Drones

Name:

I hereby duly certify that I am the above person and duly entitled to enter into this agreement.

Signature