



NON-DISCLOSURE AGREEMENT

The purpose of this Agreement is to govern the exchange of proprietary/confidential information, and is made and entered into as of the latest date of execution written below, by and between UAV Pro, Inc. having its principal offices at 873 W. Parade Avenue, Blackstone, VA 23824 (hereinafter referred to as "UAV Pro"), and

_____ having its principal offices at _____

(hereinafter referred to as "_____") either or both of which may be hereinafter referred to as the party or parties, respectively.

WITNESSETH THAT:

Whereas, the parties desire to disclose to one another certain proprietary/confidential information for the purposes of proposal appraisal, product evaluation, technology analysis, or system integration review (hereinafter the "Information") relating to products and/or services which may be developed and/or purchased, licensed, and

Whereas, both parties desire to set forth their understandings and agreements concerning the disclosure and use of such Information.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The receiving party agrees to preserve and protect such Information from disclosure, inadvertent or otherwise, to any person or persons, through an exercise of care equivalent to the degree of care it uses to preserve and protect its own proprietary information and, in any event, with no less than a reasonable standard of care for protection. The foregoing restriction shall not apply, however, to any portion of the Information that:

(i.) is or becomes part of the public domain without breach of this Agreement;

(ii.) is subsequently received from a third party who did not obtain or disclose it in violation of any rights of the disclosing party, and is already therefore known to the receiving party;

(iii.) is already known to the receiving party as evidenced by tangible documentation, existing at the time of disclosure;

(iv.) was independently developed by the receiving party without access to or resort to, the Information disclosed hereunder, existing at the time of disclosure;

(v.) was disclosed in a non-written form and was not identified as proprietary or confidential at the time of disclosure and/or was not reduced to written form in accordance with the terms herein;

(vi.) the receiving party is compelled to disclose pursuant to a judicial order issued by a court of competent jurisdiction to which the receiving party shall provide formal written notice to the disclosing party, and all reasonable assistance in opposing such disclosure order, prior to any such disclosure. Such disclosure shall be restricted to that which is necessary to comply with said judicial order, and that such disclosure shall be considered to be "Information" pursuant to this Agreement.

2. Information shall be disclosed in a tangible form and shall be conspicuously marked as being "Proprietary", "Confidential" or by any other appropriate legend clearly indicating the proprietary nature of the Information. If the Information is disclosed for any U.S. Government Request for Quotation, Request for Proposal, Solicitation, etc., such Information shall be protected in accordance with FAR 52.227-14, Rights in Data – General (June 1987) and marked with the appropriate restrictive legends. Rights in Technical Data to the U.S. Government shall be mutually agreed in any resulting contract/subcontract between the parties.
3. Information, if first disclosed in a verbal or other non-tangible form, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence and shall be reduced to writing and marked in accordance with the terms herein, and such tangible form shall be delivered to the receiving party within thirty (30) days after the date of first disclosure. During the above stated

30-day period, such Information shall be protected in accordance with the terms of this Agreement.

4. The term of this Agreement for purposes of disclosure shall be two (2) years, beginning on the date of execution written below. Each party may, upon thirty (30) days written notice given to the other, terminate this Agreement with respect to disclosures made thereafter. Termination shall not, however, affect the rights and obligations contained herein with respect to the Information disclosed hereunder prior to termination. In such case, the receiving party shall, upon written request, return all Information received under this Agreement including any copies made under Section 7. Such restriction on disclosure shall apply from the time of receipt of said Information through a period of ten (10) years after termination of this Agreement.
5. Both parties agree that any Information disclosed pursuant to this Agreement shall not be used other than for the purposes submitted and restricted to the receiving party's employees who have a direct need-to-know and who have executed employee confidential agreements at least as protective as this Agreement, unless authorized in writing by the disclosing party.
6. The individuals for either party designated for the transfer and/or receipt of Information under the terms of this Agreement are:
For UAV Pro named above: Greg Lumpkin, President & CEO.
For _____: named above:
_____, Title _____.
- Each of the parties may communicate with the other by electronic means and such communication is acceptable as a signed writing. Both of the parties agree that for all electronic communications, an identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
7. The receiving party may make one (1) copy of the Information for the purpose of archive records only, and shall ensure that all appropriate proprietary markings or legends are affixed thereto, including any copyright notices.
8. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly, by implication or otherwise, any license, right, title or interest under any invention, trademark,

patent, copyright, maskwork or any other intellectual property right owned or controlled by the disclosing party. None of the Information which may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by the disclosing party to the receiving party, with respect to the infringement of patents, copyrights, trademarks, trade secrets, inventions, intellectual property rights, or any other rights of third persons. No warranties, express or implied at law or in equity, are intended or deemed to arise by virtue of entering into this Agreement or performing hereunder.

9. Nothing in this Agreement is intended to be, nor shall it be construed as a joint venture, partnership or other formal business organization and neither party shall have the right or obligation to share any of the profits or bear any losses, risks or liabilities of the other party by virtue of this Agreement. Neither party is authorized to act for or on behalf of the other party, nor to bind or otherwise commit the other party to any contract or other matter.
10. The parties recognize and understand that the Information and intellectual property disclosed under this Agreement are or may be subject to U.S. and local country export and import laws, regulations, and controls. Accordingly, neither party shall export, re-export, license/sublicense, sell, loan, lease, or distribute by any means, including electronically, either directly or indirectly, separately or embedded in either software or any product(s) utilizing the Information and intellectual property, any such Information/intellectual property received under this Agreement, without first obtaining the written approval of the disclosing party, as well as complying with all export/import regulations and applicable laws and obtaining all approvals and licenses from the United States Department of Commerce, U.S. Office of Export Administration, or any other appropriate U.S. and/or local government agency, at its own cost and expense. Both parties agree to indemnify, defend, and hold the disclosing party and its third party suppliers, harmless from any claims, damages or suits resulting from a party's failure to comply with this Section.
11. This Agreement is deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Virginia, exclusive of the conflict of laws provisions thereof.

12. This Agreement contains the entire understanding between the parties relative to the protection of the Information to be exchanged between the parties for the purposes stated herein and supersedes all prior, collateral and ancillary communications, reports, and understandings between the parties. No change, modification, alteration, or addition to any provision herein shall be binding unless agreed to in writing and signed by authorized representatives of both parties. This Agreement, along with any specific legend or statement shown on any Information exchanged, shall apply. The duties of the parties hereto shall be determined exclusively by the terms and conditions of this Agreement.

For and on behalf of:

UAV Pro, Inc.

Company Name

Signature (Duly authorized)

Signature (Duly authorized)

Greg T. Lumpkin
Printed Name

Printed Name

President & CEO
Title

Date

Title

Date

Company Name

Signature (Duly authorized)

Printed Name

Title

Date