



NDA/CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, by and between, _____ (“RECIPIENT”), who resides at _____ and Aerial Recovery (“THE COMPANY”), with offices at 4235 Hillsboro Pike, Ste 300, Nashville, TN 37215 shall become effective on the date last executed below. RECIPIENT and COMPANY shall be collectively known as the "PARTIES." COMPANY and RECIPIENT desire to discuss certain matters regarding potential business transactions between the PARTIES. In connection with these discussions, and during any future business relationships, certain confidential and proprietary information regarding COMPANY will be provided to RECIPIENT. The PARTIES desire to establish the terms under which it will disclose certain confidential and proprietary information. Therefore, the PARTIES agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 Confidential Information as defined below (“CONFIDENTIAL INFORMATION”) shall mean all non-public, confidential or proprietary information disclosed before, on or after the date hereof, by the COMPANY to the RECIPIENT, or to any of such RECIPIENT's employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "Representatives"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including information concerning the COMPANY'S business ideas, business know-how, business plans, customers', suppliers' and other third parties', past, present and future business affairs including, without limitation, projects, properties, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies.

2. CONFIDENTIALITY OBLIGATIONS

2.1 Except as expressly authorized by prior written consent of the disclosing party, the receiving party shall for a period of five (5) years from the date of disclosure:

- (a) limit access to any CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party to him/herself/itself and their employees and consultants who have a need-to-know in connection with the evaluation of the potential business transaction or existing business relationship as defined by COMPANY, and only for use in connection therewith; and

- (b) advise RECIPIENT'S employees and consultants having access to the CONFIDENTIAL INFORMATION of the disclosing party of the proprietary nature thereof and of the obligations set forth in this Confidentiality Agreement; and
- (c) take appropriate action by instruction or agreement with RECIPIENT's employees and consultants having access to the CONFIDENTIAL INFORMATION of the disclosing party to fulfill the receiving party's obligations under this Confidentiality Agreement; and
- (d) safeguard all CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party, using a reasonable degree of care, but not less than that degree of care used by the receiving party in safeguarding its own similar information or material; and
- (e) use all CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party solely in connection with the business relationship between the PARTIES as defined by COMPANY; and
- (f) not disclose any CONFIDENTIAL INFORMATION of the disclosing party received by the receiving party to third parties; and
- (g) not disclose the existence of the discussions to any third party.

2.2 Upon the request of the disclosing party, the receiving party shall destroy or surrender to the disclosing party all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of the same) pertaining to or including the CONFIDENTIAL INFORMATION of the disclosing party. Upon the return or destruction of such materials, the party returning materials agrees to certify, in writing and upon request from the disclosing party, that all of the foregoing materials have been surrendered to the disclosing party.

3. EXCEPTIONS TO CONFIDENTIALITY

3.1 The obligations of confidentiality and restriction on use set forth in this Agreement shall not apply to any CONFIDENTIAL INFORMATION that:

- (a) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the disclosing party as much advance notice of the possibility of such disclosure as is practical so that the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure .

4. NO IMPLIED OBLIGATIONS

4.1 Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever CONFIDENTIAL INFORMATION is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the PARTIES relating to the same subject matter shall not:

- (a) constitute an offer, request, or contract with the other to engage in any research, development or other work;
- (b) constitute an offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship between the PARTIES; and
- (c) impair or restrict either party's right to make, procure or market any products or services, now or in the future, which may be competitive with those offered by the other party, or which are the subject matter of this Agreement provided that any such services do not directly or indirectly involve the use or dissemination of the COMPANY's CONFIDENTIAL INFORMATION.

4.2 The PARTIES expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the PARTIES' meetings and communications, is at each party's sole cost and expense provided, however, that notwithstanding anything to the contrary in this Agreement, neither party's rights shall be limited in law or equity to enforce the confidentiality and use obligations imposed hereunder. The PARTIES further acknowledge that the COMPANY will be irreparably harmed if the receiving party's obligations under this Agreement are not specifically enforced and that the disclosing party would not have an adequate remedy at law in the event of an actual or threatened violation by the receiving party of its obligations. Therefore, the receiving party agrees that the disclosing party shall be entitled to seek an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by the receiving party, its employees or agents, without the necessity of the disclosing party showing actual damages or that monetary damages would not afford an adequate remedy.

5. INTELLECTUAL PROPERTY

The Company acknowledges that during the course of its operations, it may create, develop, come into possession of, or otherwise acquire intellectual property rights and resources, including but not limited to trademarks, service marks, trade names, logos, patents, copyrights, and proprietary processes, know-how, technologies, software, inventions (whether patentable or not), and other forms of intellectual property (collectively, the "Intellectual Property"). All such Intellectual Property that is created, developed, or acquired by or on behalf of the Company, or that is derived from or based upon the work of the Company or its employees, volunteers, or agents acting within the scope of their relationship with the Company, shall be the sole and exclusive property of the Company.

The Company shall have the exclusive right, authority, and discretion to determine the manner in which any Intellectual Property is exploited, including the right to modify, register, commercialize, license, sell, or otherwise dispose of such Intellectual Property. The Company shall retain all revenues and benefits derived from such exploitation.

Any individual, including employees, volunteers, and agents, who contributes to the creation or development of Intellectual Property under the auspices of the Company shall execute any and all documents and take all actions necessary or desirable to evidence, perfect, record, or enforce the Company's rights in such Intellectual Property. Such individuals shall not assert

any rights, title, or interest in or to any such Intellectual Property, except as may be expressly granted by the Company in writing.

The Company's name, trademarks, service marks, trade names, logos, and other identifying marks are valuable assets of the Company. Use of the Company's name and marks shall be in accordance with policies established by the Company, and no individual or entity shall use the Company's name or marks without the Company's prior written consent.

This Intellectual Property clause shall survive the termination of any relationship between an individual or entity and the Company.

6. NON COMPETITION

To the maximum extent permissible under the governing law, Recipient agrees that during the term of their association or employment with the Company, and for a period of two (2) years immediately following the termination of their employment, regardless of the cause or nature of such termination, the employee will not, directly or indirectly, engage in any business activity that is in direct competition with the principal business of the Company, or its successors or assigns. The employee acknowledges that the Company operates within and without the United States and accordingly agrees not to engage in competitive activities globally. The employee further agrees not to solicit or induce any employee or independent contractor of the Company to terminate or breach an employment, contractual, or other relationship with the Company during the term of this agreement and for a period of two (2) years thereafter.

7. NON DISPARAGEMENT

To the maximum extent permissible under the governing law, Recipient agrees that during the term of their association or employment with the Company to refrain from any actions or communications, including but not limited to oral and written forms such as social media posts, blogs, and media statements, which intentionally or reasonably could harm the Company, its reputation, its officers, directors, employees, or agents, or lead to unwanted or unfavorable publicity. This obligation persists beyond the termination of this Agreement indefinitely. It does not prevent either party from making truthful statements required by law, regulation, or court order, provided that prior notice is given to the other party when legally permissible. In case of breach, the Company reserves the right to seek injunctive relief and any other legal remedies. The Receiving Party acknowledges the necessity of these restrictions to protect the Company's legitimate interests and the potential harm to the Company from any violation.

8. GOVERNING LAW

8.1 This Agreement and performance hereunder shall be governed by the laws of the State of Tennessee, excluding its conflicts of laws rules.

IN WITNESS WHEREOF, the PARTIES have executed this agreement as of the date of the last signature below.

RECIPIENT

Signature: _____

Name: _____

Title: _____

Date: _____