



Aerodine Composites, LLC
8201 Indy Lane
Indianapolis, IN 46214
Tel. 317-271-1207
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MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made between **Aerodine Composites, LLC (“Aerodine”)** and _____ (“_____”) and entered into on this date: _____, 2021.

In consideration of the mutual promises and covenants contained in this Agreement and the mutual disclosure of Confidential Information to each other, the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

(a) Subject to Subparagraph 1 (d), “Confidential Information” means non-public information of Disclosing Party and includes, without limitation, Confidential Materials (as hereinafter defined) and information relating to released or unreleased software or hardware products of Disclosing Party, business policies or practices of Disclosing Party, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any parent or subsidiary or agent of Disclosing Party is covered by this Agreement.

(b) Confidential Information shall not include that information defined as Confidential Information above that Receiving Party can conclusively establish: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

(d) In order for Confidential Information disclosed by Disclosing Party to Receiving Party to be protected in accordance with this Agreement, such Confidential Information must be:

(i) in writing;

(ii) clearly identified as confidential at the time of its disclosure by each page thereof being marked with an appropriate notation indicating that the information is declared confidential by Disclosing Party; and

(iii) delivered to the contact individual of Receiving Party identified at the end of this Agreement.

Where Confidential Information has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made verbally and with prior assertion of confidentiality rights, such verbally disclosed Confidential Information shall be protected only in accordance with this Agreement provided that complete written summaries of all confidential aspects of any such verbal disclosures shall have been delivered to the contact individual of Receiving Party identified at the end of this Agreement within twenty (20) days of said verbal disclosure.

Disclosing Party shall not identify information as confidential which is not in good faith believed to be entitled to such identification or claim.

2. Restrictions

(a) Receiving Party shall not disclose any Confidential Information to third parties or use Confidential Information, except as expressly provided herein. However, Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information, to keep Confidential Information confidential and secure. Receiving Party may disclose Confidential Information only to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) Confidential Information may be used, disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder.

(d) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed as Confidential Information to Receiving Party.

3. Term

This Agreement shall become effective upon its execution and shall terminate three (3) years from such date of execution, provided that Disclosing Party may extend such term for a period of one (1) year upon at least thirty (30) and no more than sixty (60) days written notice to Receiving Party of such requirement to extend the term. The right to extend the term of this Agreement by Disclosing Party shall continue indefinitely provided that Disclosing Party extends the term of this Agreement prior to the end of the first three (3) year period and each one (1) year period consecutively thereafter on an uninterrupted basis.

4. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party or its employees or consultants and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use or disclosure.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information at Disclosing Party's request, or at Disclosing Party's option, shall destroy and certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

5. Miscellaneous

(a) All Confidential Information is and shall remain the property of Disclosing Party or an affiliate thereof. By disclosing Confidential Information to Receiving Party, Disclosing Party and/or its affiliates do not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks or trade secret information.

(b) If Disclosing Party provides pre-release software as Confidential Information under this Agreement, such pre-release software is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its affiliate(s) or suppliers shall be liable for any damages whatsoever relating to Receiving Party's use of such pre-release software.

(c) The terms of confidentiality under this Agreement shall be construed so as to prohibit the Receiving party from developing or acquiring products through the use of Disclosing Party's Confidential Information or from otherwise using Disclosing Party's Confidential Information in competition with Disclosing Party or otherwise.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and this Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

(e) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its affiliates, agents or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

(f) If either Disclosing Party or Receiving Party employs lawyers to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable lawyers' fees on a solicitor and own client basis.

(g) Governing Law and Venue. This Agreement shall be governed, construed, and enforced in accordance with the international laws of the International Chamber of Commerce, without regard to principles of conflicts of law. Any dispute or difference arising out of or relating to this Agreement or the breach hereof or thereof which cannot be settled amicably between the parties without undue delay, shall be submitted to the exclusive jurisdiction of the International Court of Arbitration of the International Chamber of Commerce.

(h) It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

(i) Subject to the limitations set forth in this Agreement, this Agreement will ensure to the benefit of and be binding upon the parties, their successors and assigns.

(j) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be considered separate and severable the remaining provisions which shall remain in full force and effect as though the said provision had not been included.

(k) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

6. Suggestions and Feedback

Disclosing Party may from time to time request suggestions, feedback or other information from Receiving Party concerning Confidential Information or other released or unreleased Disclosing Party software or hardware. Any suggestions, feedback or other disclosures made by Receiving Party are and shall be entirely voluntary on the part of Receiving Party and shall not create any obligations on the part of Disclosing Party or a confidential relationship between Receiving Party and Disclosing Party. Disclosing Party shall be free to disclose and use suggestions, feedback or other information provided by Receiving Party as Disclosing Party sees fit, entirely without obligation of any kind to Receiving Party.

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

Aerodine Composites, LLC

Company Name

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____