

# NON-DISCLOSURE AGREEMENT

(Pilot Confidentiality Agreement)

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between:

**AeroSure LLC**, a Virginia limited liability company ("Company"), and

\_\_\_\_\_ ("Recipient" or "Pilot").

## 1. PURPOSE

Company is engaged in the business of providing aerial inspection and imaging services to the property insurance industry. In connection with Recipient's engagement as an independent contractor drone pilot, Company may disclose certain confidential and proprietary information to Recipient. This Agreement sets forth the terms and conditions under which such information will be disclosed.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all non-public information disclosed by Company to Recipient, whether orally, in writing, electronically, or by any other means, including but not limited to:

1. **Client Information:** Names, identities, contact information, and business relationships of Company's clients, prospective clients, and business partners.
2. **Property Information:** Addresses, locations, GPS coordinates, descriptions, conditions, and any other information relating to properties inspected or to be inspected.
3. **Inspection Data:** All photographs, videos, thermal images, reports, assessments, findings, and any other data or materials created during or as a result of inspection missions.
4. **Business Information:** Pricing, rates, fee structures, contract terms, business strategies, marketing plans, financial information, and operational procedures.
5. **Technology & Methods:** Standard operating procedures, methodologies, workflows, software, systems, proprietary analytics (including SiteScore, DrainageIQ, TIV Validator, and similar products), and trade secrets.
6. **Personnel Information:** Information about Company's employees, contractors, and pilot network members.

## 3. OBLIGATIONS OF RECIPIENT

Recipient agrees to:

7. **Maintain Confidentiality:** Hold all Confidential Information in strict confidence and protect it with the same degree of care used to protect Recipient's own confidential information, but in no event less than reasonable care.
8. **Limit Use:** Use Confidential Information solely for the purpose of performing services for Company and for no other purpose.
9. **Restrict Disclosure:** Not disclose, publish, or otherwise reveal any Confidential Information to any third party without Company's prior written consent.

10. **Prevent Unauthorized Access:** Take all reasonable measures to prevent unauthorized access to, use of, or disclosure of Confidential Information.
11. **No Copies:** Not copy, reproduce, or duplicate any Confidential Information except as necessary to perform services for Company.
12. **No Social Media:** Not post, share, or reference any Confidential Information, including inspection imagery, on any social media platform, personal website, portfolio, or other public forum without Company's prior written consent.

#### 4. EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of Recipient; (b) was known to Recipient prior to disclosure by Company without obligation of confidentiality; (c) is independently developed by Recipient without use of Confidential Information; or (d) is rightfully obtained by Recipient from a third party without restriction on disclosure.

#### 5. COMPELLED DISCLOSURE

If Recipient is compelled by law, court order, or government authority to disclose any Confidential Information, Recipient shall provide Company with prompt written notice of such requirement prior to disclosure (to the extent legally permitted) to allow Company the opportunity to seek a protective order or other appropriate remedy.

#### 6. OWNERSHIP AND RETURN OF MATERIALS

All Confidential Information remains the sole property of Company. Upon termination of Recipient's engagement with Company, or upon Company's request, Recipient shall promptly: (a) return all documents, materials, and other tangible items containing Confidential Information; (b) permanently delete all electronic copies of Confidential Information from all devices and storage media; and (c) certify in writing that Recipient has complied with these obligations.

#### 7. TERM

This Agreement shall remain in effect for the duration of Recipient's engagement with Company and for a period of five (5) years following termination of such engagement. The obligations regarding trade secrets shall continue indefinitely.

#### 8. REMEDIES

Recipient acknowledges that any breach of this Agreement may cause Company irreparable harm for which monetary damages may be inadequate. Accordingly, Company shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in addition to any other remedies available at law, without the requirement of posting bond.

#### 9. GENERAL PROVISIONS

**Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Virginia. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding confidentiality. **Amendment:** This Agreement may only be amended by a written instrument signed by both parties. **Severability:** If any provision is held invalid, the remaining provisions shall continue in full force.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

## **AEROSURE LLC**

By: \_\_\_\_\_

Name: Dustin Jones      Title: Owner      Date: \_\_\_\_\_

## **RECIPIENT**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

*--- End of Non-Disclosure Agreement ---*