

## MUTUAL NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

This agreement is by and between Global Wireless & WiFi, LLC. and/or affiliates and the Company and individuals the name of which is set forth below Each party possesses certain proprietary and confidential information relating to its business, strategies, personnel, customers, products, intellectual property, finances, etc. (hereinafter called "Confidential Information") Each party is willing to disclose (hereinafter referred to as the "Disclosing Party") its own Confidential Information to the other party (hereinafter referred to as "Recipient"), subject to the terms and conditions herein, for the sole purpose of evaluating a possible business relationship between them. Confidential Information also includes any notes or documents made by a party containing Confidential Information and any oral discussions pursuant hereto. There shall be no circumvention by either party with their respective sources of business, contacts or introductions.

All Confidential Information of the Disclosing Party shall be held in confidence by the Recipient, shall be distributed or communicated to the Recipient's employees or authorized agents or representatives on a need-to-know basis only, shall not be disclosed by the Recipient to any third parties without the prior written consent of the Disclosing Party, and shall only be used by the Recipient for purposes of evaluating a possible business relationship between the parties and never for any other purpose. Such obligations shall not apply to any information: which is in the public domain through no action of Recipient: which was known by Recipient prior to disclosure hereunder which is independently developed by Recipient without reference to any disclosures hereunder which is lawfully acquired by Recipient from a third party who has a right to disclose such information or which is required to be disclosed by law and reasonable prior notice of the impending disclosure has been given to the other party

Recipient agrees to return to the Disclosing Party all written Confidential Information belonging to the Disclosing Party (including copies) upon termination of the discussions hereunder or upon the sooner request of the Disclosing Party.

Recipient agrees that a breach of this Agreement would cause irreparable injury to the Disclosing Party, that no adequate remedy at law would be available, and that the Disclosing Party shall be entitled to seek enforcement of this Agreement by injunction or any relief necessary. The failure of a party at any time to require performance of any provision of this Agreement shall not affect its right to enforce such provision at a later time This Agreement shall be governed by the laws of the State of Texas and EU as though made and to be fully performed there. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof. Any amendment or modification must be in writing and signed by both parties. The term of this Agreement is five (5) years from the effective date.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the following date, which is also the effective date of this Agreement.

Date: \_\_\_\_\_

**WISP DRONE CO.**

**The Company and Individual(s)**

By:

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

Name: Ted Green

Name: \_\_\_\_\_

Title: Managing Member

Title: \_\_\_\_\_