

ZELTA AEROSYSTEMS

CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT (NDA)

This Agreement is entered into between:

Zelta AeroSystems (“Disclosing Party”)

and

Receiving Party (individual or entity executing this Agreement)

1. PURPOSE

The Receiving Party wishes to evaluate proprietary technologies, systems, designs, and intellectual property owned or controlled by Zelta AeroSystems Inc. strictly for potential licensing discussions.

2. DEFINITION OF CONFIDENTIAL INFORMATION

Confidential Information includes, without limitation:

- UAV designs, propulsion systems, architectures
- Patent-pending technologies and filings
- Engineering data, CAD, schematics, BOMs
- Business models, licensing frameworks, pricing
- Any disclosed documents, visuals, discussions

Whether disclosed orally, visually, electronically, or in writing.

3. OBLIGATIONS

The Receiving Party agrees to:

- Not disclose, copy, reproduce, or distribute any Confidential Information
- Not use information for any purpose other than evaluation

- Protect the information with at least the same degree of care as its own confidential data
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4. NON-CIRCUMVENTION (CRITICAL)

The Receiving Party shall not:

- Bypass, compete with, replicate, or reverse engineer Zelta technologies
 - Contact or engage with Zelta partners, suppliers, or stakeholders without written consent
 - Develop or assist in developing competing systems derived from disclosed information
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5. NO LICENSE OR RIGHTS

No rights, licenses, ownership, or claims are granted under this Agreement.

6. TERM

This Agreement remains in force for:

10 years from date of execution

7. REMEDIES

The Receiving Party acknowledges that:

- Breach will cause irreparable harm
 - Zelta is entitled to injunctive relief and damages
 - Legal costs shall be recoverable
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8. GOVERNING LAW

This Agreement shall be governed by:

Province of British Columbia, Canada

9. ENTIRE AGREEMENT

This constitutes the entire agreement and supersedes all prior communications.

SIGNATURES

Receiving Party Name: _____

Company: _____

Title: _____

Territory: _____

Signature: _____

Date: _____