

Non-disclosure agreement

THIS AGREEMENT is made on the date of [REDACTED], by and between FlytigerCNC Precision Components Ltd., ("FlytigerCNC") and [REDACTED] (" [REDACTED] "), each being referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, both Parties, for their mutual benefit, desire that certain confidential and proprietary information be disclosed to each other for the sole purpose of evaluating a possible Transaction; and WHEREAS, the Parties wish to keep the subject of any discussions related to the Transaction and any Confidential information disclosed by one Party to the other confidential;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties hereby agree as follows:

CONFIDENTIAL INFORMATION:

The term "Confidential Information" shall include and mean any and all confidential technical and business information which is hereafter disclosed by one Party (" Disclosing Party ") to the other (" Receiving Party ") orally, visually, electronically or in writing. Such Confidential Information may include, but is not limited to, [Please provide description of what information needs to be protected. For example: purchase orders, drawings and blueprints relating to the Transaction], information in the form of, or relating to, drawings, specifications, memoranda, operational data, photographs, models, prototypes, designs, materials, constructions, computer firmware and software, manufacturing methods and techniques, quality control and test methods and data, costs and pricing, financial information, marketing and sales data and plans, and product applications.

The Disclosing Party will endeavor to mark or otherwise identify Confidential Information which is disclosed to the Receiving Party in written or electronic form as being "confidential" (or with a substantially equivalent legend) and to confirm to the Receiving Party in writing within a reasonable period of time the substance of such Confidential Information which is first disclosed to the Receiving Party orally or visually. However, any failure by the Disclosing Party to so mark or identify the Confidential Information shall not relieve the Receiving Party of its obligations under this Agreement with respect to Confidential Information which is not so marked or identified.

Such Confidential Information shall not include information which:

- (i) was lawfully in the possession of the Receiving Party prior to receiving it from the Disclosing Party; or
- (ii) is in the public domain at the time of disclosure or becomes part of the public domain through no fault of the Receiving Party; or
- (iii) is independently developed by the Receiving Party without reference, directly or indirectly to

the Confidential Information and without breach of this Agreement; or
(iv) is obtained in good faith from a third party not under any obligation of secrecy; or
(v) is transmitted by a Disclosing Party after receiving notification in writing from the Receiving Party that it does not desire to receive any further Confidential Information.

Notwithstanding the exclusions under this section, the Parties agree not to disclose or confirm to third parties, except with the prior written consent of the other Party, the Subject matter of the Transaction.

Confidential Information of either Party that is specific as to techniques, equipment, processes, products, or operating conditions, etc., shall not be deemed to be within the exceptions of this Agreement merely because it is embraced by general disclosures in the public domain or in the possession of the other Party. In addition, a combination of specific information shall not be deemed within these exceptions merely because individual items of information are in the public domain or in the lawful possession of the other Party, unless the combination itself and its principle of operation are in the public domain or in the lawful possession of the other Party.

TERM:

A Party receiving Confidential Information from the other agrees to treat such Confidential Information as confidential in accordance with this Agreement for a period of ten (10) years from the date received.

LIMITATION OF USE:

A Party receiving Confidential Information from the other shall make no use, commercial or otherwise, of any such Confidential Information other than for purposes of evaluating the Transaction without the prior written consent of the Disclosing Party.

MUTUAL DISCLAIMERS:

This Agreement shall not be construed or interpreted as obligating either Party to enter into a further agreement or contractual arrangement with the other Party hereto with respect to the Transaction. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. In particular, no right or license is hereby granted to either Party, directly or indirectly, to use any patent, trade secret, trademark, copyright or technology now owned, controlled or held by, or which may be obtained by, or which is or may be licensable by the other Party. While each Party will endeavor to include in the Confidential Information information which it deems to be relevant to the other Party's evaluation of the Transaction, each Party understands and agrees that the other Party makes no representations or warranties regarding the accuracy or completeness of the Confidential Information or the suitability thereof for evaluating the Transaction.

NO ASSIGNMENT:

Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

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

Corporation: FlytigerCNC Precision Components Ltd.,

Signature: _____

Date: _____

Corporation: _____

Signature: _____

Date: _____