

Proprietary Information Agreement

This Agreement, by and between Helibasket LLC, at 450 North Hwy 11, West Union, SC 29696, (“HBLLC or Disclosing Party”), and _____, at _____ (“Receiving Party”).

Each shall be referred to individually as a “Party” or collectively as the “Parties.” This Agreement shall be effective as of the date signed by the last-to-sign Party (the “Effective Date”).

1. Purpose of this Agreement

The purpose of this Agreement is to enable the Parties to exchange information for the sole purpose of furthering a mutual business relationship.

This Agreement sets forth the terms and conditions applicable to all disseminations of “Proprietary Information,” as defined below.

2. Proprietary Information

“Proprietary Information” means all information, regardless of the form or medium of disclosure, that has been or will be disclosed by a Party (the “Disclosing Party”) to another Party (the “Receiving Party”) in connection with this agreement, and all copies thereof, that is:

- a) in written or other tangible form and marked by the Disclosing Party with a suitable legend identifying its proprietary or confidential nature; or
- b) oral, visual, or in a form not amenable to marking and declared proprietary by the Disclosing Party at the time of disclosure, and is reduced to or summarized by the Disclosing Party in a writing that is
 - i. marked by the Disclosing Party with a suitable legend identifying its proprietary or confidential nature, and
 - ii. transmitted by the Disclosing Party to the Receiving Party within thirty (30) calendar days of initial disclosure; during such thirty (30) calendar day period, the Receiving Party shall protect the information as Proprietary Information in accordance with the terms of this Agreement.

Proprietary Information may include information owned by the Disclosing Party, an affiliate of the Disclosing Party, or a third party.

3. Exclusions

This Agreement shall not restrict the Receiving Party's rights to use or disclose information that the Receiving Party can demonstrate:

- a) was generally available to the public at the time of disclosure or which subsequently became generally available to the public without breach of this Agreement by the Receiving Party;
- b) was lawfully received by the Receiving Party from a third party without breach of any right of the Disclosing Party;

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- c) was known to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party; or
- d) was independently developed without reference to or use of the Proprietary Information.

4. Obligations with Respect to Proprietary Information

The Receiving Party shall:

- a) use the same degree of care to prevent unauthorized use or unauthorized disclosure of the Proprietary Information as it uses to prevent unauthorized use or unauthorized disclosure of its own proprietary information of like importance, but in no event less than reasonable care;
- b) use the Proprietary Information only for the Purpose and for no other purpose;
- c) not disclose Proprietary Information to any third party unless authorized by this Agreement or otherwise authorized in writing by the Disclosing Party;
- d) disclose Proprietary Information only to its employees (including employees of its directly and indirectly wholly owned affiliates), contract labor, consultants and advisors (e.g. legal counsel), and service providers (providing administrative services such as information technology support, supply management and freight forwarding) (collectively, "Authorized Recipients"), but only on a need-to-know basis relating to the Purpose and subject to a written agreement with the Receiving Party containing terms no less restrictive than those of this Agreement; the Receiving Party shall be responsible for any unauthorized use or unauthorized disclosure of Proprietary Information by the Receiving Party's Authorized Recipients;
- e) implement reasonable security measures to secure Proprietary Information in transit;
- f) not reverse engineer, reverse assemble, disassemble, or decompile Proprietary Information or permit others to do so;
- g) not remove, obstruct, or deface any notice of copyright, trademark, logo, proprietary marking, confidential marking, or other notice of claims or ownership affixed to or on the Proprietary Information; and
- h) in the event of an inadvertent disclosure or unauthorized use of the Proprietary Information, promptly notify the Disclosing Party and take reasonable and appropriate measures to mitigate the effect of such disclosure or use.

5. Permissible Disclosures to Third Parties

Company hereby authorizes parties to disclose its Proprietary Information to the following third parties on a need-to-know basis solely as necessary in support of the Purpose:

- a) U.S. Government customer, provided that the Proprietary Information to be submitted is identified as that of the Disclosing Party and is marked by the Disclosing Party with appropriate restrictive legend(s); and
- b) Any applicable regulatory body.

6. Contact Persons

The Parties initially designate the following individuals as the contact persons responsible for:

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- a) ensuring that each Party’s individual recipients of Proprietary Information are familiar with the obligations of this Agreement;
- b) ensuring that the Proprietary Information is disposed of in accordance with this Agreement; and c) receiving notices required under this Agreement.

Each Party may change its contact person by written notice to the other Party. Receipt of Proprietary Information by an individual other than the Receiving Party’s contact person identified above shall not affect the obligations of the Receiving Party.

Party	Contact Person	Contact E-mail
HBLLC	John Tollenaere	admin@heli-basket.com

7. Term; Termination

- a) This Agreement may be terminated by either Party upon thirty (30) calendar days written notice to the other Party. Otherwise, this Agreement shall automatically terminate three (3) years from the Effective Date.
- b) Termination shall not affect rights and duties of the Parties with respect to Proprietary Information disclosed under this Agreement, which shall survive and continue until such time as the Proprietary Information is made generally available to the public through no improper action or inaction of the Receiving Party.
- c) Upon termination of this Agreement, the Receiving Party shall cease all use of Proprietary Information. Upon written request and at the direction of the Disclosing Party, the Receiving Party shall return or destroy all Proprietary Information within sixty (60) calendar days.
- d) Notwithstanding the foregoing, the Receiving Party shall be entitled to retain one (1) copy of the Proprietary Information as necessary for evidentiary purposes or to comply with law or regulation subject to the confidentiality obligations of this Agreement for as long as the Proprietary Information is retained. Proprietary Information contained in system-backup media (e.g., email backup tapes), need not be returned or destroyed so long as the system backup media are maintained in confidence and not readily accessible to users.

8. Compelled Disclosure

If the Receiving Party is compelled to disclose Proprietary Information pursuant to a court order, judicial process, subpoena, or other act of a governmental body, the Receiving Party shall not be liable for the disclosure provided the Receiving Party:

- a) if legally permitted to do so, promptly, and to the extent possible before making the disclosure, notifies the Disclosing Party and takes reasonable measures, at Disclosing Party’s expense and direction, to prevent or limit such disclosure or require such disclosure under protective order;
- b) discloses Proprietary Information only to the extent compelled; and
- c) continues to protect the Proprietary Information in accordance with this Agreement.

9. Choice of Law

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Regardless of the place of performance, this Agreement shall be governed by the laws of the State of South Carolina, USA, exclusive of the conflict of law rules. Each Party hereby waives any right to a trial by jury in any dispute arising under or in connection with this Agreement and agrees that any dispute hereunder shall be tried by a judge without a jury.

10. Remedy

The Receiving Party acknowledges that monetary damages may be an insufficient remedy under this Agreement and the Disclosing Party shall have the right, without waiving any other rights or remedies, to seek injunctive relief or other equitable relief as may be deemed appropriate by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

11. License; Relationship of the Parties

Proprietary Information shall at all times remain the property of the Disclosing Party. Neither this Agreement nor any disclosure of information hereunder shall be construed as conveying any right or license, directly or by implication, with respect to any intellectual property of any Party, except as expressly provided herein. This Agreement shall not be construed to create a teaming agreement, joint venture, association, partnership, or business relationship of any kind, and shall not obligate any Party to enter into such relationship. Nothing in this Agreement shall obligate any Party to disclose Proprietary Information.

12. Warranty; Limitation of Liability

The Disclosing Party provides Proprietary Information on an “as is” basis and this Agreement does not grant any warranty, guarantee, or representation, either express or implied, with respect to any Proprietary Information disclosed hereunder, except that the Disclosing Party warrants that it has the right to disclose the Proprietary Information to the Receiving Party and therefore has granted the Receiving Party the right to lawfully access and use the Proprietary Information for the Purpose. In no event shall any Party be liable for incidental, special, or consequential damages in excess of a reasonable royalty on goods or services using the Proprietary Information whether based on contract, tort, or any other legal theory, arising from the exchange of Proprietary Information hereunder and its subsequent use.

13. Export Controlled Information

Each Party hereby agrees that it will comply fully with all applicable export control laws, rules, regulations, and sanctions, such as those implemented by the U.S. Government (e.g., the International Traffic in Arms Regulations (“ITAR”), Export Administration Regulations (“EAR”), and Office of Foreign Assets Control (“OFAC”) Sanctions, and other government authorities (collectively, “Trade Control Laws”) as they apply to Proprietary Information disclosed under this Agreement and the direct product of such Proprietary Information.

The Parties agree that technical data or technology (i.e. export controlled information) subject to the Trade Control Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval. The Disclosing Party shall, in addition to the marking requirements of Section 2

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in this Agreement, conspicuously mark any Proprietary Information that contains information subject to the Trade Control Laws with an appropriate legend (e.g. "Export Controlled Information"). This paragraph shall survive expiration or termination of this Agreement.

14. General Terms

- a) This Agreement contains the entire understanding between the Parties and supersedes all prior communications and understandings between the Parties relating to exchanges of Proprietary Information for the Purpose. This Agreement shall supersede the terms of any specific legend or statement associated with any particular information exchanged.
- b) No amendment of this Agreement shall be enforceable against a Party unless it is in writing and is signed by an authorized representative of each Party.
- c) Each Party may assign this Agreement to any successor to substantially the entire interest of its business to which this Agreement relates, provided that the assigning Party gives prompt written notice to all Parties. Otherwise, this Agreement may not be transferred or assigned by any Party without the express written consent of all Parties, which shall not be unreasonably withheld.
- d) If any provision of this Agreement is held to be unenforceable by a final decision of a court of competent jurisdiction, then the remainder of this Agreement shall remain enforceable.
- e) The failure of a Party to enforce any right under this Agreement shall not be deemed a waiver of any right.
- f) This Agreement may be executed in counterparts and transmitted by facsimile or email, each of which when so executed and transmitted shall be deemed to be an original and all such counterparts shall together constitute one and the same instrument.
- g) Each Party executing this Agreement represents that it has full authority to enter into this Agreement and bind the entity that it represents.

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SIGNED BY THE LAST-TO-SIGN PARTY BELOW.

Helibasket LLC	Company
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____