

Memorandum of Understanding:

This Memorandum of Understanding (“**MOU**”) is entered as of _____ (the “**Effective Date**”) and outlines the terms for certain collaborative relationship between Wisk Aero LLC, a Delaware limited liability company (“Wisk”) and the City of Fullerton (“FUL”), California, a municipal corporation. Wisk and FUL are referred to herein individually as a “Party” and collectively as the “Parties.”

SCOPE	With this MOU, the Parties intend to (i) support FUL strategic planning efforts to identify location(s) and assess the feasibility for development of vertiport infrastructure at FUL airport, allowing for Wisk autonomous advanced air mobility (“AAM”) and other urban air mobility (“UAM”) operations, and (ii) evaluate how this collaboration could lead to a more definitive agreement for the implementation of autonomous AAM & UAM at the FUL airport (collectively, the “Purpose”).
PROJECT	<p>The Parties shall use commercially reasonable efforts to complete the following within one year of the Effective Date (each, a “Project”):</p> <ul style="list-style-type: none">a. Wisk to provide technical advice on vertiport needs for autonomous operations, including Instrument Flight Rules (IFR) routes in order to inform the design and development of the project, including infrastructure and flight procedures and plan for potential site expansion;b. FUL to:<ul style="list-style-type: none">i. include consideration of autonomous AAM & UAM into strategic planning efforts (e.g., Airport, Electrical Infrastructure, Airspace) and developing policy pathways for operations (e.g., infrastructure permitting, community noise levels, IFR route development);ii. support autonomous AAM & UAM with its community and the regional stakeholders in order to favor the development of routes connecting FUL airport to the rest of the region;c. The Parties to:<ul style="list-style-type: none">i. jointly evaluate infrastructure and planning consideration for autonomous AAM at Fullerton airport;ii. evaluate how a commercially reasonable definitive agreement would address each Party’s rights and obligations related to resources and expertise to commercialize AAM & UAM at FUL airport;iii. explore opportunities and incentives for training and maintenance facilities within FUL;iv. engage in business discussions to evaluate commercial terms related to Wisk operations at the project site(s).v. explore partnerships with other potential vertiport sites in Southern California for route planning and related activities.vi. Jointly review current municipal policies and recommend amendments necessary to enable future autonomous AAM operations and establish the City as a leader in future transportation ecosystems;vii. Jointly review current municipal land use codes and recommend amendments necessary to enable the development of autonomous AAM infrastructure and operations; andviii. collaborate and support bidding for Federal, State and local grants that enable infrastructure funding and autonomous AAM & UAM ecosystem development.

PARTY PARTICIPATION	Each Party shall actively collaborate and exchange information they reasonably consider necessary to support the project.
INTELLECTUAL PROPERTY	<p>“Intellectual Property” means without limitation, any and all technical and/or scientific information and knowledge and/or any and all other types of information, whether actually patented or not, and whether patentable or not, in any form whatsoever, and all derivative works or proprietary rights thereof.</p> <p>Each Party reserves all right, title, and interest in and to their Intellectual Property owned prior to the Effective Date of this MOU, or acquired or developed independently of this MOU by the respective Parties.</p> <p>All right, title, and interest in and to any Intellectual Property developed, conceived, or created independently by a Party in connection with the Project or Deliverable shall be owned by that Party.</p> <p>The Parties do not anticipate any joint development of Intellectual Property in connection with any activity contemplated by this MOU. The Parties will agree on ownership of any Intellectual Property jointly developed by the Parties (or a subset thereof) in connection with these activities prior to the start of any joint development work.</p>
COSTS	Each Party shall separately bear and is solely responsible for its own costs associated with the preparation, negotiation, and execution of this MOU and any transaction or activity contemplated hereunder, unless otherwise agreed upon by the Parties in writing.
GOVERNING LAW	This MOU shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.
CONFIDENTIALITY	Subject to federal, state, or local law and regulations requiring disclosure, each Party shall keep confidential and otherwise protect from disclosure all non-public, confidential information (“Confidential Information”) provided by the other Party in connection with this MOU. Unless otherwise expressly authorized by the Party disclosing such information (the “Disclosing Party”), the Party receiving such information (the “Receiving Party”) shall use such information only for the Purpose. Upon the completion, termination or cancellation of this MOU, the Receiving Party shall return all such information to the Disclosing Party or dispose of the information according to the Disclosing Party’s direction. For the avoidance of doubt, the Parties agree that “Purpose” as set forth herein shall include the Projects and negotiation of any definitive agreement contemplated by this MOU. If a Party is required to disclose Confidential Information pursuant to federal, state, or local law and regulations, that Party will use its best efforts to limit such disclosure to only the

	Confidential Information required to be disclosed under such law or regulation and seek to utilize all exceptions or exemptions available under such law and regulations.
PUBLICITY	The Parties will cooperate with respect to any disclosures of information, and any press releases or other public relations matters, regarding this MOU, any Project, any definitive agreement, or any deliverable. No Party will release the details of any of the terms of this MOU, the Project, any definitive agreement, or the deliverable, or make any public statement about any of the matters contemplated by this MOU without the prior written consent of each other Party, except when such disclosure is required under federal, state, or local law or regulation without utilization of allowed exceptions or exemptions.
TERM	<p>This MOU commences on the Effective Date and expires on the second anniversary of the Effective Date. Each Party shall have the right to terminate this MOU at any time without penalty by providing written notice to the other Parties.</p> <p>In the event of expiration or termination of this MOU any obligations under this MOU will also terminate, provided, however, that any binding provision in this MOU shall survive.</p>
GENERAL	<p>No amendment or modification of this MOU shall be binding upon either Party unless agreed to in writing by the duly authorized representatives of all the Parties.</p> <p>Each Party will comply with all laws, ordinances, regulations, and other governmental requirements applicable to its business and its activities under this MOU. Without limiting the generality of the foregoing, each Party will comply with all U.S. and foreign export control laws and the U.S. Foreign Corrupt Practices Act in connection with its activities under this MOU or related to the Project.</p> <p>Subject to all restrictions related to Confidential Information, nothing herein shall be interpreted to prevent any Party from entering into similar arrangement with other entities, including those entities whose business may be competitive with another Party.</p>
BINDING PROVISIONS	All provisions in this MOU beginning with, and following, "Intellectual Property," are binding on the Parties. All other provisions are not binding, are subject to further negotiation by the Parties, and would only become binding to the extent incorporated in definitive agreement(s).
POINTS OF CONTACT	<p>For Party: Eric Levitt, Eric.Levitt@cityoffullerton.com</p> <p>For Wisk: Emilien Marchand, emilien.marchand@wisk.areo</p>

CITY OF FULLERTON

Name *(Print)*:

Title *(Print)*:

WISK AERO LLC:

Name *(Print)*:

Title *(Print)*: