



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, (this "Agreement" is entered into effective as of May 31", 2016, as a condition of my employment with Drone USA, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company.

1. Employment. The Company hereby agrees to employ me as Chief Strategy Officer and I hereby agree to work for the Company upon the terms and conditions set forth herein. In addition, I will serve as a member of the Company's Board of Directors while I am employed by the Company and until my earlier resignation or removal. Paulo's employment will commence on July 10, 2016.

2. Term – Initial Term and At-Will Employment. - Subject to earlier termination in accordance with Section 6 below, this Agreement will be effective on the date set forth above (the "effective date") and will have an initial term of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall continue on an "At-Will" basis, subject to Section 6. I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY, FOLLOWING THE INITIAL TERM, IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ACKNOWLEDGE THAT, FOLLOWING THE INITIAL TERM, THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION EITHER OF THE COMPANY OR MYSELF, WITH OR WITHOUT NOTICE.

3. Scope of Duties; Representations and Warranties.

(a) I will have such duties as are assigned or delegated to me by the Board of Directors of the Company and will initially serve as Chief Strategy Officer of the Company. It is understood and agreed that I shall work primarily from my home in Rancho Palos Verdes, CA, 90275 but shall be reasonably available for company or other meetings from time to time.

(b) I represent and warrant that by my execution and delivery of this Agreement I do not, and the performance of my obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (i) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to me, (ii) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which I am a party or by which I am or may be bound.

4. Compensation.

(a) The Company shall initially pay me base compensation of Four Hundred Thousand Dollars (\$400,000) per year, subject to adjustment as provided below, which will be payable in equal periodic installments according to the Company's customary payroll practices, but no less frequently than bi-monthly. My base compensation will be reviewed by the management of the Company not less frequently than annually, and following the Initial Term, may be adjusted upward or downward in the sole discretion of the management of the Company.

(b)) In addition to my base compensation the Company shall pay me a signing bonus of One Hundred Thousand Dollars (\$100,000), payable during the first year of my employment.