

## **CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETE AGREEMENT**

This Confidentiality, Non-Solicitation and Non-Compete Agreement (“Agreement”) is entered into on [SIGNATURE DATE], by JetPro Pilots, LLC, its subsidiaries, divisions, and affiliates (collectively “JetPro”), and John Doe (“You” or “Your”), whose present address is [EMPLOYEE ADDRESS].

As an employee of JetPro, You will provide services to JetPro customers, and their related subsidiaries, affiliates, officers, directors, members, employees, family members, shareholders, agents, and representatives (collectively “Customer”) including services considered personal and private in nature. In the performance of your duties, you may have access to sensitive, private, and confidential personal property and information about the Customer, as well as business property and secret information. You understand that the protection and preservation of Customer personal, proprietary, and/or confidential property and information is of great importance to JetPro and the Customer. Further, You will have access to personal, proprietary, and/or confidential property concerning JetPro, its related officers, directors, members, employees, family members, agents, and representatives (collectively “Company”). Accordingly, this Confidentiality Agreement, Non-Solicitation, and Non-Compete Agreement (“Agreement”) is entered into as a condition of Your employment/continuation of employment.

### **A. Confidential Information**

#### **1. Definition of Confidential Information**

“Information” means information whether intangible or embodied in tangible form (such as, documents, electronic data, emails, contracts, correspondence, faxes, films, tapes, compact discs, photographs, negatives, audio recordings, video recordings, magnetic data, computerized data, diskettes, digital recordings, or other recorded medium or any other format embodying information or data) pertaining to any Customer or the Company. “Confidential Information” means private and confidential information that is not generally known to the public or readily ascertainable by proper means by others and is subject to reasonable efforts to maintain its secrecy relating to the Customer or Company regarding:

- a. personal matters, private residence locations, unlisted telephone numbers, private email addresses, security alarm codes, schedules, itineraries, flight manifests, travel details (including but not limited to the names of any third parties or destination of any parties transported on the aircraft, except as required under applicable FAA regulations), calendars, household activities,

household schedules, household standards, household guests, staff requirements, Personal Identification Numbers (“PIN”), social security numbers, health and medical matters, religious practices and beliefs, organizational memberships, political affiliations and activities, leisure activities, personal preferences, and professional and personal relationships; or

- b. financial and tax information, legal and contractual matters, including this Agreement and its negotiation, and proprietary business information, including information concerning licensors, suppliers, customers, or prospective licensors, suppliers, or customers that is held in confidence and/or has economic value, such as, data, formulas, patterns, compilations, research, programs, devices, methods, techniques, drawings, processes, financial data and/or plans, product plans, or lists of actual or potential customers or suppliers.

## **2. Agreement Not to Disclose Confidential Information**

Without the advance express written consent of JetPro, You shall not directly or indirectly disclose Confidential Information to any person or entity whatsoever, including, but not limited to, family members, friends, associates, journalists, media organizations, newspapers, periodicals, magazines, publications, television stations, radio stations, tabloids, blogs, internet social networks, publishers, databases, or any other enterprise involved in the print, wire, internet, or electronic media (all collectively “Third Parties”). You shall refer any inquiries by Third Parties to [Name Jet Pro Officer] (or his designee).

## **3. No Prior Disclosure of Confidential Information**

If You have already started employment with JetPro, You warrant and represent that prior to entering into this Agreement You have not disclosed any Confidential Information to any Third Parties. You further acknowledge and agree any prior receipt by You of Confidential Information concerning the Customer or Company will now be subject to all of the provisions, procedures, and remedies in this Agreement.

## **4. Disposal of Documents; Return of Confidential Information**

You agree that upon the written request, or upon termination of Your employment for any reason, You shall promptly return to the Company all tangible Confidential Information in Your possession, custody, or control. You may retain personal copies of records reflecting Your compensation and Your copy of this Agreement.

## **5. No Participation in Books or Articles**

Without the advanced express written consent of [Name Jet Pro Officer] (or his designee), You shall not give or participate in any interviews or write or prepare, or assist in the preparation of, or be a source for, any books, memoirs, articles, programs, or stories about the Customer or the Company, whether truthful or fictionalized, and/or that directly or indirectly discloses any Confidential Information. In the event of any breach of this provision by You, Your copyright in any such unauthorized material shall be deemed automatically and immediately transferred by You to JetPro as of its creation, and this Agreement shall constitute a valid transfer of copyright.

## **6. Photography and Likenesses**

Without the advanced express written consent of [Name Jet Pro Officer] (or his designee), You shall not take any photographs, movies, videos, sound or image recordings, or otherwise capture any depictions or likenesses of any Customer of Company (“Images and Recordings”). In the event of any breach by You, Your copyright in any such unauthorized material shall be deemed automatically and immediately transferred by You to JetPro as of its creation, and this Agreement shall constitute a valid transfer of copyright. On occasion at the Customer’s express direction, You may be requested to create such Images and Recordings. You agree that all Images and Recordings shall constitute Confidential Information under this Agreement. All such Images and Recordings shall constitute works made for hire, and You agree that You have no rights or interest whatsoever, and shall acquire no such rights or interest, in them, including without limitation any copyright, trademark, “moral rights,” patent, or other similar rights. In the event that they are deemed not to constitute works made for hire, You hereby sell, transfer, and assign to the Customer all of Your right, title, and interest (including, without limitation, all copyrights and all extensions and renewals of copyrights) of whatever kind or nature in each of them, throughout the universe in perpetuity.

## **7. Permitted Disclosures, Responding to Subpoenas and Other Compulsory Means**

You shall be permitted to disclose Confidential Information in confidence to only JetPro employees and representatives who need to know the Confidential Information for the purpose of providing required services to the Customer. You shall be permitted to disclose Confidential Information in confidence to Your attorney as required only for the rendition of such professional services, or as is otherwise required by law.

You shall be responsible for any wrongful disclosure of Confidential Information by Your agents or representatives. In the event that You are compelled to disclose Confidential Information pursuant to valid legal process, such as a subpoena, You shall not make any such disclosure unless You first provide [Name Jet Pro Officer] (or his designee) with written notice of such legal process not less than twenty (20) days in advance of the required date of disclosure. If Your compliance is required less than twenty (20) days following Your receipt of such legal process, You shall provide written notice to [Name Jet Pro Officer] (or his designee) no more than forty-eight (48) hours following Your receipt of such legal process. Under no circumstances shall You volunteer to disclose Confidential Information, and in no event shall the unauthorized disclosure of any Confidential Information by You or any Third Party be deemed to render any disclosed Confidential Information “publicly known” and/or to no longer constitute Confidential Information.

#### **B. Access to Property and Premises**

You may be provided with means to enter the business or private residences owned by the Customer, but You may only enter these premises pursuant to the permission of the Customer. You shall not make any duplicates of the keys or devices required to gain access to these premises, and You shall not share or record any access codes or information except as expressly directed. Should You lose any such key or device, or should unauthorized persons gain access to codes or other such information in Your possession or control, You shall immediately notify the Customer or their personal representative and [Name Jet Pro Officer] (or his designee) and cooperate as directed to control the associated risk. You also may have access to personal and recreational property owned by the Customer, including vehicles, watercraft, and the like. You may enter and use such property only with the prior knowledge and permission of the Customer or their personal representative, and only in furtherance of Your duties to the Customer. Except as specifically required to fulfill Your duties, You shall not remove any property or documents owned by or regarding the Customer from the premises to which You have access. In addition, no duplicates or depictions of any of the property or documents, whether by photocopy, computer, photograph, videotape, audio tape, or otherwise, are to be made, except as directed to further the purposes of the Customer.

#### **C. Non-Solicitation of Customers**

You agree that for a period of twenty-four (24) months following the conclusion of Your employment with JetPro, You shall not, directly or indirectly, solicit, contact, call upon, or do any transaction/business with any Customer, with a view toward the sale or providing of any service or product competitive with

any service or product sold or provided by JetPro during Your employment with JetPro.

**D. Non-Solicitation of JetPro Employees.**

You agree that for a period of twenty-four (24) months following the conclusion of Your employment with JetPro, You shall not directly or indirectly, solicit, recruit, or induce any employee of JetPro to work for any other person or business.

**E. Work Made for Hire.**

You agree that all discoveries, inventions, processes, designs, plans, writings, creations, programs, product improvements, materials, Confidential Information, (“Work Made for Hire”) whether of a technical nature or not, made or developed by You alone or in conjunction with any other person during the course of his/her employment with JetPro, that relates to or affects the business of JetPro, shall be the sole and exclusive property of JetPro. You agree to disclose and release all such Work Made for Hire and all information regarding the same to JetPro concurrent with the discovery or development of the same. You hereby assign all right, title, and interest in any such Work Made for Hire to JetPro, and You agree to execute and deliver promptly to JetPro all required documents and to perform any other tasks as may be required to vest the entire right, title and interest in such Work Made for Hire in JetPro.

**F. Duty of Loyalty/Non-Compete.**

While employed by JetPro, You agree not to engage in any activity which is competitive with JetPro’s business, and You further agree not to wrongfully take or divert any JetPro business opportunity. If any JetPro customer asks you to become their employee and you want to accept the offer of employment, you shall give JetPro 30 days prior written notice and identify the customer who has agreed to hire you.

**G. Remedies for Your Breach**

Each actual or threatened breach of this Agreement shall render You liable to the company and the Customer for all resulting damages, including but not limited to the following, all of which shall be cumulative, to be sought pursuant to the Dispute Resolution procedures herein:

**1. Disgorgement of Monies**

Each actual or threatened breach by You shall obligate You to account and turn over to the Customer or the Company all monies, profits, remuneration, or other consideration or benefits that You directly or

indirectly derive therefrom, without prejudice to any other legal or equitable rights or remedies the Company or the Customer may have. You irrevocably direct any third-party payor(s) to pay same directly to the Company of the Customer, payment of which shall satisfy fully their obligation to make such payments to You. The foregoing shall not release any third party from liability for participating in or inducing a breach of this Agreement, or otherwise violating any rights of the Company or the Customer; and

## **2. Injunctive Relief**

Your actual or threatened breach of this Agreement will cause irreparable injury to the Company or the Customer that cannot be adequately compensated by money damages. Therefore, the Company or the Customer shall be entitled to obtain temporary, preliminary, and permanent injunctive relief to prevent Your breach or further breach (“Injunctive Relief”) obtained as provided in the Dispute Resolution provisions below. You irrevocably stipulate that: (a) any actual or threatened breach shall entitle the Company or the Customer to immediately obtain the expedited issuance of a temporary restraining order and preliminary injunction to prevent conduct prohibited by this Agreement; and (b) the balance of potential harm to You arising from the Injunctive Relief is substantially outweighed by the substantial harm to the Company or the Customer resulting from unauthorized dissemination or exploitation of Confidential Information or other breach hereof. The Company or the Customer shall be entitled to seek Injunctive Relief in any court of competent jurisdiction to prevent a breach of this Agreement and to secure its enforcement. Seeking such equitable relief from a judicial authority shall not be deemed incompatible with or a waiver of the arbitration provisions in this Agreement.

## **H. Miscellaneous Provisions**

### **1. No Implied Promises; At-will Service Agreement**

You acknowledge and agree that there is no express or implied promise of any kind of any current or future employment by JetPro, and that JetPro has not made any promises or inducements to persuade You to execute this Agreement, other than the express terms set forth herein. Nothing herein in any way alters Your status as an at-will employee of JetPro.

### **2. Intended Third-Party Beneficiaries**

You acknowledge and agree that the Company's Customers are intended third-party beneficiaries of this Agreement, with the right to enforce its terms and provisions.

### **3. Attorneys' Fees**

If any proceeding is brought to enforce or interpret any term or provision of this Agreement or the rights or your obligations under it, upon either JetPro or the Customer prevailing, either or both shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred or sustained in connection with such proceeding to the extent permitted by law.

### **4. Entire Agreement; Modification; Severability**

This Agreement constitutes the entire agreement between You and JetPro pertaining to the subject matter hereof, and there are no terms other than those contained herein. No supplement, modification, waiver, or termination of this Agreement shall be deemed valid unless executed by You and [Name Jet Pro Officer] (or his designee) in writing after the date hereof. If any term or provision is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

### **5. Successors and Assigns; Applicable Law; Jurisdiction and Venue**

This Agreement shall inure to the benefit of, and shall be binding upon, You and JetPro and the respective heirs, representatives, executors, administrators, successors, trustees in bankruptcy, and assigns. This Agreement is governed by and construed in accordance with the laws of Indiana, without regard to conflict of law principles. You and JetPro agree that if a dispute arises under the terms of this Agreement that jurisdiction and venue shall lie in the state or federal courts located in the County of Allen, State of Indiana.

### **6. Knowing and Voluntary Agreement**

You acknowledge that You have received a copy of this Agreement and are entering into this Agreement freely and voluntarily, and have either consulted with legal counsel before signing this Agreement or had the opportunity to do so but decided not to.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Employee

John Doe

Dated:

Accepted and Agreed to:

JetPro Pilots, LLC

By

A handwritten signature in blue ink that reads "Ralph E. Marcuccilli". The signature is written in a cursive style with a large initial "R".

Name Ralph E. Marcuccilli

Title Partner