

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered as of the date set forth on the signature page (the “**Effective Date**”) by and between Airline Transition Consultants LLC, a Utah limited liability company (“**ATC**”), and the undersigned party set forth on the signature page (the “**Client**”). ATC and Client are each a “**Party**” and collectively the “**Parties**.” The respective addresses of the Parties are set forth on the signature page.

WHEREAS, ATC provides certain consulting services (the “**Services**”) to pilots to assist them in obtaining employment with airlines and other third parties;

WHEREAS, in connection with providing the Services, ATC has developed certain proprietary non-public techniques, process and know-how that help a client more effectively target and conduct an employment search (collectively the “**ATC Know-how**”);

WHEREAS, for consideration agreed by the parties, including any fees paid or to be paid by Client, the Client has engaged ATC to provide the Services, and ATC has agreed to provide such Services, to assist Client in identifying and obtaining employment opportunities as a certified pilot and to assist the Client in completing his or her employment application, creating resumes and producing other material for the purpose of obtaining employment (the “**Purpose**”);

WHEREAS, in providing the Services to Client, ATC, as a “**Disclosing Party**,” may disclose its Confidential Information (as defined herein), including the ATC Know-how, to Client, as a “**Recipient**,” and either ATC or the Client or both may develop material, such as applications, resumes and cover letters, that incorporates the ATC Know-how and other Confidential Information of ATC;

WHEREAS, in connection with engaging ATC and to further the Services and the Purpose, the Client, as a “**Disclosing Party**,” may provide ATC, as a “**Recipient**,” with certain personal and Confidential Information of Client that may not be available to the general public, including passport numbers, social security numbers, residence history, employment history, and other relevant information related to the Client’s life, professional history, and background (the “**Client Personal Information**”);

WHEREAS, the Parties desire to protect the confidentiality of the Confidential Information of ATC, including the ATC Know-how;

WHEREAS, the Parties desire to protect the confidentiality of the Confidential Information of Client, including the Client Personal Information;

WHEREAS, this Agreement is intended to further the Purpose and allow the Client to engage ATC to provide Services and for ATC to provide those Services, while protecting their respective

Confidential Information (including previously disclosed information) against unauthorized use or disclosure.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

1. Definitions. “**Confidential Information**” means any non-public, confidential, or proprietary information of a Party not generally known to the public or recognized as standard industry practice which has been or is obtained from or disclosed by a Disclosing Party or its Representatives (defined below) to a Recipient or its Representative before or after the date hereof, including, without limitation, data, documents, agreements, files and other materials and all analyses, compilations, reports, forecasts, studies, samples and other documents prepared by or for the Recipient which contain any such information or is based on such information or the processes contained in such information. In the case of ATC as the Disclosing Party, the Confidential Information of ATC shall include the ATC Know-how. In the case of Client as the Disclosing Party, the Confidential Information of the Client shall include the compiled Personal Information. Confidential Information may be written or oral, expressed in electronic media, or otherwise disclosed, and may be tangible or intangible. Confidential Information may also include third party information received from a Disclosing Party that such Disclosing Party identifies as Confidential Information it is obligated to treat as confidential. Other Confidential Information of a Party includes, without limitation, business plans; information about actual or proposed operations, products, or services; intellectual property; information about finances; technical processes; the marketing or promotion of any product or service; business policies; employee information; financial information; pricing information, customer lists and information and such other information normally understood to be confidential by the nature of the information or otherwise so designated in writing by the Disclosing Party.

“**Representatives**” means a Party’s affiliates (entities under common control) and any of such Party’s or affiliates’ employees, officers, directors, managers, partners, shareholders, members, agents, attorneys, accountants, investment bankers or advisors.

2. Exclusions. The term “Confidential Information” does not include and no obligation of confidentiality shall apply to any information to the extent that the Recipient can demonstrate: (a) was generally available to the public at the time of the disclosure to the Recipient; (b) becomes generally available to the public through no fault of the Recipient or its Representative; (c) was previously known by Recipient without any confidentiality obligation; (d) is received by the Recipient properly and lawfully from a third party without restriction on disclosure and without actual knowledge that the third party’s disclosure is in breach of any obligations to the Disclosing Party; (e) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; or (f) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

- 3. Recipient Obligations.** A Recipient shall: (a) use the Confidential Information of the other Party only for the Purpose; (b) only disclose Confidential Information of the other Party and information and documents based on such Confidential Information as necessary for the Purpose, including, in the case of Client, disclosing or submitting his or her employment application(s), resume(s), presentation(s) or other material to potential employers; (c) protect and safeguard the confidentiality of all Confidential Information of the other Party with at least the same degree of care as the that a prudent business person involved in ATC's industry or comparable industry would use; (d) disclose the Confidential Information of the other Party only to its own Representatives who need to know such information in connection with the Purpose and only to the extent that such persons have agreed in writing to maintain the confidentiality thereof at least to the same extent as the Recipient is obligated under this Agreement; (d) make only the number of copies of the Confidential Information necessary to disseminate the information to those Representatives who are entitled to have access to it, and ensure that all confidentiality notices and trademark or copyright notices set forth on the Confidential Information are reproduced in full on such copies; and (e) (i) immediately notify the Disclosing Party, in writing, of any actual or suspected breach of this Agreement or of any third party obtaining any of the Confidential Information; (ii) fully cooperate with the Disclosing Party to mitigate the effect of such breach; and (iii) be responsible for any breach of this Agreement caused by it or any of its Representatives or any third party to whom or to which it has provided or given access to the Confidential Information. Without limitation to any other provision of this Agreement, Client shall not disclose any of ATC's Confidential Information, including the ATC Know-how, to any other recruiter, headhunter, employment agency, staffing agency, or similar business or person without the express written consent of ATC, which may be withheld in ATC's sole discretion.
- 4. Required Legal Disclosure.** Notwithstanding this Agreement, Recipient may disclose Confidential Information of the other Party which is, on the reasonable advice of Recipient's counsel, required to be disclosed by any applicable law, subpoena, legal process, regulation or stock exchange rule provided that Recipient (i) notifies the Disclosing Party immediately after becoming aware of the existence, terms and circumstances surrounding any such requirement, (ii) permits and cooperates with the Disclosing Party's efforts to take legally available steps to challenge, resist or narrow such requirement, and (iii) furnishes only such portion of the information as it is legally required to disclose, based on the reasonable advice of its counsel. Each Party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights or performance under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the Parties to this Agreement to the maximum extent reasonably possible.
- 5. Ownership.** To the extent applicable, The Disclosing Party retains its entire right, title, and interest, including all intellectual property rights, in and to its own Confidential Information.

Any disclosure of Confidential Information hereunder shall not operate as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives. Each Party shall have the right to freely deal with any of its own Confidential Information without any restrictions under this Agreement.

- 6. Representations and Warranties; No Other Obligations.** Each Party represents and warrants that it is not legally or contractually prohibited from the transactions contemplated hereby and that it is not legally or contractually prohibited from providing Confidential Information to the other Party. Client acknowledges that there is no guarantee or warranty that the Services or ATC's Confidential Information will result in employment of the Client. The Client represents and warrants that all Client Personal Information and other information it provides will be complete, accurate and truthful and is fully responsive to any questions posed by ATC or potential employer. EXCEPT AS EXPRESSLY PROVIDING IN THIS AGREEMENT, EACH PARTY HEREBY WAIVES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY INFORMATION DISCLOSED UNDER THIS AGREEMENT, INCLUDING WAIVING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 7. Non-Circumvention and Solicitation.** During the term of this Agreement and for a period of two years thereafter, Client agrees to not circumvent ATC and engage or work directly with ATC's employees and/or consultants in connection with the Purpose in a manner that would reasonably result in circumvention of the relationship between ATC and Client.
- 8. Remedies.** ATC's Confidential Information may include valuable proprietary intellectual property of ATC, including the ATC Know-how. The Client acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by the Client or any of its Representatives or other agents. As a result, in addition to all other remedies available at law (which the Company does not waive by the exercise of any rights hereunder), ATC shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Client hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs. No action for damages shall be valid unless brought within one (1) year after expiration or termination of this Agreement.

- 9. Waivers.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 10. Term.** The term of this Agreement shall commence on the Effective Date and shall continue so long as ATC is providing Services to Client in any capacity. On termination, all Confidential Information shall be destroyed or returned to the Disclosing Party in accordance with Section 10. Notwithstanding any expiration of this Agreement, the obligations related to Confidential Information shall continue so long as such information is Confidential Information and is not publicly known or available. Notwithstanding anything to the contrary herein, no such expiration or earlier termination shall limit Recipient's liability, or limit or restrict in any manner any rights or remedies that the Disclosing Party may have, with respect to a breach of this Agreement arising prior to such expiration or earlier termination and the other provisions of this Agreement shall remain in full force and effect indefinitely.
- 11. Return or Destruction of Information.** At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Recipient and its Representatives shall discontinue use of any Confidential Information and promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or, at the Disclosing Party's election, destroy all such copies and certify in writing by an authorized Representative of Recipient to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any notes, spreadsheets, analysis or memoranda created by the Recipient or its Representatives using the Confidential Information. Provided that the recipient may retain one archive copy in its standard backup computer files, but the obligations of confidentiality hereunder shall continue to apply to such archive material until the same is destroyed.
- 12. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

13. **Entire Agreement.** This Agreement constitutes the complete, exclusive statement of the agreement between the Parties relating to the subject matter hereof, and all provisions representations, discussions, and writings are merged in, and superseded by, this Agreement. No modification, revision or addendum of any of the terms of the Agreement shall be valid unless in writing and signed by an authorized representative of each Party. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreement to the original provision. The remaining provisions of the Agreement shall continue in full force and effect.
14. **Governing Law; Jurisdiction.** The interpretation and enforcement of this Agreement will be governed by the laws of the state of Utah as it applies to a contract executed, delivered, and performed solely in such state without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Utah. The Parties agree that any legal action arising out of or in conjunction with this Agreement or any breach thereof shall be brought and prosecuted in an appropriate court of competent jurisdiction within Salt Lake City & County, Utah. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.
15. **Cooperation in Drafting.** All Parties have cooperated in the drafting and preparation of this Agreement, and it will not be construed more favorably for or against any Party.
16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, will be deemed to be an original.
17. **Assignment.** Neither Party may sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of the other Party.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Address: 4178 Beus Dr.
Ogden, UT 84403

Airline Transition Consultants, LLC

By: _____

Name: Katherine J Schall

Title: Owner

Date: _____

Address: _____

Name: _____

Signature: _____

Date: _____