

**AVATAR AIRLINES, INC.**  
**Non-Disclosure Agreement**

This Non-Disclosure Agreement dated \_\_\_\_\_ is entered into by and between **Avatar Airlines, Inc.**, a Nevada corporation with principal place of business at 20283 State Road 7 Boca Raton, FL 33498

(the "Company"),

and

\_\_\_\_\_, residing at or maintaining a principal place of

business at \_\_\_\_\_

(the "Receiving Party").

The parties hereto propose to conduct discussions regarding the possibility of forming a business arrangement between the parties (the "Proposed Transaction").

Section 1. Definitions. (a) "Confidential Information" shall mean any non-public information regarding the business of the Company that the Company discloses to the Receiving Party in connection with the Proposed Transaction, which shall include, without limitation, (i) proprietary or trade secret information, (ii) business plan, revenue models, financial information, business practices and policies, (iii) marketing or promotional activities, (iv) pricing information for its products, (v) different applications of the Company's technologies, (vi) technology, discoveries, designs, ideas, concepts, inventions, innovations, improvements, plans, prototypes, models, technical know-how, and other information related thereto, (vii) any information obtained from others under a confidentiality or non-disclosure agreement and (viii) or any other information that under the circumstances would be treated as confidential by the Company.

(b) "Confidential Material" shall mean all tangible material containing any Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, both tangible and intangible, locally stored or cloud-based, whether machine or user readable.

Section 2. Non-Disclosure and Confidentiality. (a) The Receiving Party hereby agrees that for the period commencing on the date hereof and ending on later of (i) three years after termination of the Proposed Transaction and (ii) three years from the date hereof, the Receiving Party shall not use the Confidential Information or the Confidential Material in its own business, nor shall it disclose or disseminate such information or material to any person or entity, without prior written consent of the Company, except as

otherwise required pursuant to and in strict compliance with a judicial or governmental order. The Receiving Party hereby agrees that it will take the same precautions to comply with the non-disclosure obligations hereunder as it takes in connection with protection of its own confidential and proprietary information. The Receiving Party may disclose the Confidential Information and the Confidential Material to its employees and consultants only on a “need-to-know” basis. In the event of such disclosure, the Receiving Party shall inform its employees and consultants of its obligations hereunder so as to enable such employee or consultant to comply with all provisions of this Agreement, and the Receiving Party hereby agrees to be responsible for any breach by them of any provision hereof. Any copies of the Confidential Information and the Confidential Material shall be identified as belonging to the Company and shall be marked “confidential” or “proprietary” or the like.

(b) The Receiving Party hereby agrees that any reproduction, summary or distribution of the Confidential Information or Confidential Material shall be performed solely to further the relationship of the Company and the Receiving Party, and shall be performed in such a manner to prevent commingling of the Confidential Information and the Confidential Material with similar information or material of other entities. The Receiving Party hereby agrees to immediately notify the Company of discovery of any unauthorized use or disclosure of the Confidential Information or Confidential Material, or any breach of any provisions of this Agreement by the Receiving Party, its consultants or employees, or other persons. In the event of such discovery, the Receiving Party shall cooperate fully with the Company in any reasonable manner requested to enable the Company regain exclusive possession of the Confidential Information or Confidential Material, and to prevent any further use of such information or material.

(c) All Confidential Information and Confidential Material are, and shall remain, the property of the Company. Nothing stated herein shall be construed so as to grant any title, right, license or other interest of any kind whatsoever to the Receiving Party with respect to the Confidential Information or the Confidential Material.

(d) The obligations herein set forth shall not apply, or cease to apply, as applicable, to any Confidential Information that the Receiving Party can prove: (i) is already in its possession prior to receipt of the same from the Company; (ii) has become publicly known or otherwise generally available to the public through no fault of the Receiving Party; (iii) that prior to the execution of this agreement it is received by it without restriction from a third party which is lawfully in possession of such information and is not in breach of any confidentiality obligation; or (iv) that prior to the execution of this agreement it has been independently developed by the Receiving Party, without any use of the Confidential Information.

Section 3. Miscellaneous. The parties agree that there shall be no adequate remedy at law for the Company’s suffering breach of provisions of this Agreement. In the event of breach of any provisions hereof by the Receiving Party, the parties agree that the Company shall be entitled to injunctive relief (whether temporary or permanent) in

addition to any other rights or remedies that it may have in equity or at law. If the Company enforces the Receiving Party's obligations hereunder, the Receiving Party shall reimburse the Company for all reasonable costs and expenses, including, without limitation, attorneys' fees, incurred by the Company in this regard. The parties agree that at any time upon request by the Company, the Receiving Party shall return all Confidential Information and Confidential Material, including, without limitation, any copies or summaries thereof, to the Company, and, if necessary, take such actions to destroy, and confirm destruction of, such information or material. This Agreement shall be governed by the internal laws of the **State of Florida** applicable to contracts made in that state, without giving effect to principles of conflicts of law. The parties hereby agree that any dispute arising out of this Agreement or the interpretation or any breach thereof shall be adjudicated in either the federal courts located in the Southern District of Florida or the state courts located in Palm Beach County, Florida. This agreement shall be binding upon the Receiving Party, its partners, directors, officers, employees, associates, consultants, agents, successors and assigns. This agreement may be executed in counterparts, all of which when taken together shall form a single instrument. A fully executed copy shall be deemed an original for all intents and purposes.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date first written above.

**The Company: Avatar Airlines, Inc.**

By:  \_\_\_\_\_  
Name: Michael E. Zapin  
Title: Chief Legal Officer/ EVP

**Receiving Party (sign here)** \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_