



## AT AVIATION SALES LTD

17 / 18 Dunkeswell Aerodrome, Honiton, Devon, EX14 4LG, United Kingdom  
Company Registration Number: 07299468

**EMAIL [info@ataviation.uk](mailto:info@ataviation.uk) WEB: [www.ataviation.uk](http://www.ataviation.uk)**

### **NON-CIRCUMVENTION, NON-DISCLOSURE AGREEMENT**

The Undersigned wish to enter this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts.

The Undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organisations (herein referred to as Affiliates).

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

#### **I. TERMS AND CONDITIONS:**

- A. The parties will not in any manner, solicit, nor accept any business in any manner from sources not their Affiliates, which sources were made available through this Agreement, without the express permission of the of the party who made available the source and,
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party who made available the source; and,
- C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected and,
- D. That they will not disclose names, addresses, e-mail address, telephone and tale-fax or telex numbers to any contacts by other party to third parties and that they each recognise such contracts as the exclusive property of the respective parties and that they will not enter into any direct negotiations or transactions which such contracts revealed by other party and,
- E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the parties to this Agreement, unless written permission has been obtained from the other party('s) to do so. For the sake of this Agreement, it does not matter whether information obtained from a natural or legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- F. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realise from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- G. All consideration, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- H. This Agreement is valid for any and all transactions between the parties herein and shall be governed under English Law.
- I. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) year from the date hereof.

#### **II. AGREEMENT TO TERMS**

- A. Signatures on this Agreement received by the way of Facsimile, Mail and/or Email shall be deemed to be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.
- B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

#### **ACCEPTED AND AGREED WITHOUT CHANGE**

This Confidentiality Agreement, which includes all attached and referenced exhibits as is set forth herein ("hereinafter referred to as "Agreement"), between **AT Aviation Sales Ltd, C/O Devon & Somerset Flight Training, Dunkeswell Aerodrome, Honiton, Devon, EX14 4LG, UNITED KINGDOM**

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**And**

For the purpose of securing new business, the parties hereto wish to disclose Confidential Information (as hereinafter defined) one to the other, and

A. The parties wish to regulate how Confidential Information is to be treated while in the possession of control of the Receiving Party (as hereinafter defined) in order to protect the proper interests of the Disclosing Party (as hereinafter defined);

B. **It is agreed as follows:-**

A. **Definitions:**

1. The following words and phrases shall have the following meanings unless the context otherwise requires:-

- a) "Information" shall include information provided in oral or documentary form, or by way of models or trial software or other tangible form, or by demonstrations;
- b) "Confidential Information" shall mean:-
  - i) In respect of Information provided in documentary form, or by way of a model, or trial software, or in other tangible form, any Information which at the time of provision to the Receiving Party is clearly marked or otherwise designated to show expressly that it imparted in confidence. It is hereby specifically agreed that proprietary software documentation and/or computer coding shall be at all times deemed to be confidential information as between the parties here to without the need for specific or any marking or designation or notification; and
  - ii) In respect of Information that is imparted orally or by demonstration, and that the Receiving Party has been expressly informed by the Disclosing Party at the time of disclosure to have been imparted in confidence.
  - iii) Any copy of the foregoing.
- c) "Disclosing Party" shall mean the party hereto that imparts the Information to the other.
- d) "Receiving Party" means the party to which Information is imparted by the other.
- e) "Proper Use" shall mean use of Information wholly necessarily and exclusively for the purpose set out.

2. In consideration of the provision of Confidential Information by the Disclosing Party, each party in respect of Confidential Information for which it is the Receiving Party shall:-

- a) Take proper and reasonable measures to ensure the confidentiality of such Confidential Information; and
- b) Use such Confidential Information only for the Proper Use; and
- c) Permit access to such Confidential Information only to such of its directors, agents and employees as need such Confidential Information for the Proper Use.

3. Without prejudice to the generality of clause 2, the Receiving Party shall exercise an equivalent degree of care in protecting the confidentiality of Confidential Information as that which it uses to protect its own information of like sensitivity and importance.

4. Notwithstanding any lesser degree of protection that may otherwise be permissible hereunder, where any Confidential Information be the subject of any national or governmental security regulations, the Receiving Party shall, and hereby undertakes to, take such measures as may be required by such regulations to protect such Confidential Information.

5. Without prejudice to any obligations imposed on and assumed by the Receiving Party under any national or governmental security regulations the obligations of confidentiality herein shall not apply to any Information which the Receiving Party can show ( and it shall be for the Receiving Party to show ) :-

- a) was known to the Receiving Party before such Information was imparted by the Disclosing Party; or
- b) is in, or subsequently comes into (other than by breach by the Receiving Party of its obligations hereunder) the public domain; or
- c) is imparted by the Disclosing Party either before or after the time of disclosure to the Receiving Party to a third party without restrictions on disclosure or use; or
- d) is received by the Receiving Party without restriction on disclosure or use from a third party which the Receiving Party reasonably believes is free to make such disclosure on such terms; or
- e) is developed by any servant, agent or employee of the Receiving Party without access to or use of knowledge of Confidential Information imparted by the Disclosing Party
- f) Or has been held by the Receiving Party for more than seven years, or such longer period as the Disclosing Party may at the time of disclosure to the Receiving Party have made known that it requires.

**(More)**

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6. Save for the obligations set out in Clauses 2, 3 and 4, as modified by Clause 5 hereof, this agreement shall terminate five year from the date hereof (or such later date as the parties may agree). Following termination, each party shall return all Confidential Information to the Disclosing Party or (at the Disclosing Party's option) destroy all such confidential information and provide to the Disclosing Party a certificate of such destruction, signed by a responsible officer of the Receiving Party.
7. The Disclosing Party does not make nor is to be taken as making any representation or warranty, whether express or implied, as to accuracy or completeness or otherwise and will incur no liability for the use of Confidential Information by the Receiving Party or on its behalf or by its representatives or advisers or on their behalf.
8. Damages would not normally be an adequate remedy for a breach of this Agreement and as a result the Receiving Party hereby unconditionally agrees to waive any rights the Receiving Party may have to oppose the granting of equitable or injunctive relief sought by the Disclosing Party in relation to any breach or suspected breach of the agreements and undertakings herein contained.
9. No failure or delay by the Disclosing Party in exercising any right, power or privilege to which the Disclosing Party is entitled shall operate as a waiver nor shall any single or partial exercise of any such right power or privilege preclude any other or further exercise. The terms of this Agreement and the Receiving Party obligations and acknowledgements hereunder may only be waived or modified by an agreement in writing between the Disclosing Party and the Receiving Party.
10. All agreements and obligations herein contained shall be in substitution for and shall supersede all and any previous agreements and obligations entered into by the Receiving Party and the Disclosing Party with respect to the Confidential Information.
11. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, in whole or in part, such term or provision shall to the extent reasonable possible be construed in a manner as to be enforceable and the remainder of this Agreement shall remain in full force and effect, and in no way be affected, impaired or invalidated, except when by reason thereof the fundamental nature of this Agreement is thereby frustrated.
12. This Agreement may be amended only by written agreement between an authorised officer of the Receiving Party, and an authorised officer of the Disclosing Party.
13. The Receiving Party shall not assign any of its obligations under this Agreement without the prior written consent of an authorised officer of the Disclosing Party.
14. Any extended clauses or detailed peculiarities according to specific projects shall be added onto this agreement as an appendix.
15. This agreement shall be construed and enforced in accordance with the laws of the England & Wales.

<b>SIGNED FOR AND ON BEHALF OF</b>		<b>SIGNED ON BEHALF OF</b>	
		AT AVIATION SALSALES LTD 17 / 18 DUNKESWEL ELLL AERODROME, HONITON, DEVON, EX14 4LG, UNITED KINGGDDOM	
Signed By:		Signed By:	
Title:		Title:	
Name:		Name:	
Passport No.:		Passport No.:	
Date:		Date:	

**(More)**

**(Cont)**

Additional Parties:

<b>SIGNED FOR AND ON BEHALF OF</b>		<b>SIGNED ON BEHALF OF</b>	
Signed By:		Signed By:	
Title:		Title:	
Name:		Name:	
Passport No.:		Passport No.:	
Date:		Date:	

By signing any of our sales, purchase contracts / agreements including any web based constitutes acceptance of our / its terms and conditions.

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