

# Mutual Non-Disclosure Confidentiality Agreement

This Non-Disclosure Confidentiality Agreement

made this \_\_\_\_\_, between the following parties:

Bahamas Express, 15751 Sheridan Street, Suite 143 Fort Lauderdale, FL 33331

and

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## Recitals

1. This Agreement is to establish an understanding of confidence with respect to planned disclosures to Bahamas Express, Public Charter 380 by \_\_\_\_\_ of confidential information relating to:

Bahamas Express Public Charter 10-151, Public Charter 10-228 and any other public charters with Bahamas Express, or anything to do with any confidential proprietary company information.

2. \_\_\_\_\_

2. It is also anticipated that Scott Lehr may disclose confidential information to \_\_\_\_\_ and that such disclosures are also subject to this agreement.

3. Both Scott Lehr and \_\_\_\_\_ understand the importance of confidentiality and that these disclosures are maintained in strict confidence. Both parties recognize that any disclosure to a third party could have an adverse and very serious financial impact on the party possessing the confidential information.

## Agreement

The parties agree as follows:

1. For the purpose of this Agreement, the party disclosing confidential information shall be called the "Disclosing Party" and the party receiving the confidential information shall be called the "Recipient".

The term "Confidential Information" shall mean any oral or written information of either party that is disclosed to the other relating to information which is not generally known to the public, including, but not limited to, information relating to business and technical plans. Confidential Information includes, by way of example and not limitation, information of a technical nature such as trade secrets: devices or manufacturing processes: techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of current products or products under development: research subjects, methods and results: matters of a business nature such as information about costs, margins, pricing policies, markets, sales, suppliers and customers: product, marketing or strategic plans: financial information and other information of a similar nature.

Confidential Information does not include information that is:

- a) in or becomes in the public domain without violating this Agreement.
- b) known to the recipient, as shown by written records, prior to disclosure.
- c) received by the Recipient from a third party having no obligation of confidentiality to the Disclosing Party.

2. The Recipient agrees as follows:

- a) It will use Confidential Information for internal purposes only and shall not disclose the information to anyone other than its employees who have a need to know.
- b) Confidential Information shall be used by the Recipient only for the benefits of the Disclosing Party:
- c) Written forms of Confidential Information shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party upon request
- d) Recipient will enter into a written non-disclosure agreement incorporating the terms of this Agreement with each employee prior to disclosing any Confidential Information to such employee.

3. The Recipient shall not be liable for unauthorized disclosure of Confidential Information provided the Recipient takes at least the same degree of care in protecting the Confidential Information that it takes with its own proprietary information.

4. The term of this Agreement shall commence on the date set forth above and shall continue for a period of 3 years.

5. This Non-Disclosure Agreement does not in any way constitute a binding commitment between the parties with respect to any business relationship.

6. The furnishing of Confidential Information shall not constitute or be construed as a grant of any express or implied license or other right under any patent or proprietary information.

7. This Agreement contains the entire agreement of the parties relating to its subject matter.

8. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties, but this agreement shall not be assignable by either party.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida

Printed Name: Scott K. Lehr

Signature: \_\_\_\_\_

Title: President

Company: Bahamas Express

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_