



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, Perform Air International Inc. agrees to furnish _____ certain confidential information relating to ideas, inventions or products for the purposes of determining an interest in developing, manufacturing, selling and/or joint venturing;

WHEREAS, _____ agrees to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that Perform Air International Inc. has or shall furnish to _____ certain confidential information and may further allow _____ the right to discuss or interview representatives of Perform Air International Inc. on the following conditions:

1. _____ agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
2. No copies will be made or retained of any written information or prototypes supplied without the permission of Perform Air International Inc..
3. At the conclusion of any discussions, or upon demand by Perform Air International Inc., all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to Perform Air International Inc..
4. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by Perform Air International Inc..
5. This Agreement and its validity, construction and effect shall be governed by the laws of Arizona.

AGREED AND ACCEPTED BY:

By _____

By _____

Print Name: _____

Print Name: _____

Title _____

Title: _____