



**EMPLOYEE CONFIDENTIALITY
ACKNOWLEDGMENT AND INVENTION ASSIGNMENT**

Employee's Name: _____ Date: _____

I understand that Perform Air International, Inc., including all applicable affiliates and subsidiaries thereof (collectively herein, the “**Company**”), has developed and used, and will be developing and using Confidential Information in connection with its business. “**Confidential Information**” includes, but is not limited to:

(i) information or materials which relate to Company's research, databases, software, referral sources, programs, concepts, methodologies, inventions, developments, “know-how”, procedures, financial information, accounting, strategies (including business, expansion, acquisition, and other strategies) or licensing policies;

(ii) Company's trade secrets concerning the business and affairs of Company, which includes product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), strategies (including business, expansion, acquisition, and other strategies) and any other information, however documented, that is a trade secret within the meaning of Arizona's Uniform Trade Secrets Act at Az. Rev. St. § 44-401 et seq. or any successor legislation thereto; and

(iii) any information or data of the type described above furnished to Company by third parties, as to which Company has assumed obligations of confidentiality.

Said Confidential Information was developed and will be developed by Company at great expense and constitutes trade secrets of Company. In addition, Company's business is dependent upon being able to adequately keep its employees from disclosing Confidential Information of its clients.

In connection with my continued employment by Company, I will come into contact with such Confidential Information.

In consideration of my continued employment by Company, the consideration to be paid to me for my services and in order to induce Company to provide me with continued training and development and access to Confidential Information, I agree to the following:



1. I agree that during and after my term of engagement with Company:
 - (a) I shall keep secret all Confidential Information and not reveal or disclose it to anyone outside of Company, except with Company's prior written consent;
 - (b) I shall not make use of any of such Confidential Information for my own purposes or the benefit of anyone other than Company; and
 - (c) I shall deliver promptly to Company, upon the termination of my engagement and at any time Company may so request, all software, data, memoranda, notes, records and other documents (and all copies thereof) constituting or relating to such Confidential Information that I then possess.
2. I agree to promptly inform Company of the full details of all of my inventions, discoveries, concepts, and ideas, whether patentable or not, including, but not limited to processes, methods, formulae, analogs, source code, production processes, techniques, drawings, designs, specifications and/or layouts, as well as any improvements and related knowledge, which I create, conceive, complete, or reduce to practice (whether alone or jointly with others) while I am employed by Company and (i) which relate to the present or prospective research, work, or activities of Company, or (ii) which result from any work I do using any equipment, facilities, materials or personnel of Company (collectively, all of the foregoing are referred to as the "**Developments**").
3. I agree that the Developments shall be deemed "works made for hire" under the United States Copyright Laws. I further agree to assign, and I do hereby irrevocably assign, to Company or Company's designee, my entire right, title and interest in: (i) all Developments, (ii) all trademarks and copyrights in any of the Developments, and any applications with respect thereto, and all of the goodwill appurtenant thereto, and (iii) all patent applications and patents with respect to any of the Developments, including those in foreign countries, which I conceive or make (whether alone or with others) while employed by Company or within one year of the end of my employment (if conceived as a result of my employment).
4. Both while employed by Company and afterwards, I agree to execute any instruments that Company may reasonably consider necessary or helpful to obtain or maintain patents, trademarks, copyrights or any other registrations, whether during the prosecution of applications therefor or during the conduct of an interference, opposition, litigation or other matter (all related expenses to be borne by Company).
5. I represent that I have no agreements with, or obligations to, anyone other than Company concerning any Developments or Confidential Information, nor do I have any agreements or obligations that might conflict with this Agreement. I further represent that in the event



my employment terminates for any reason, my experience and capabilities are such that I can obtain employment in other lines of commerce and that the enforcement of this Agreement will not prevent me from earning a livelihood. I acknowledge that nothing in this Agreement obligates Company to continue my employment for any defined period.

6. I acknowledge that my threatened or actual breach of any of the terms thereof will result in immediate, irreparable harm and injury to Company, not adequately compensable by monetary relief. As a result, Company shall have the right to enforce the provisions hereof by injunction, specific performance or other equitable relief, as well as through all other equitable and/or legal remedies to which Company may be entitled.
7. I understand and agree that this Employee Confidentiality Acknowledgment and Invention Assignment shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to principles of conflicts of law. The parties agree that the sole and exclusive jurisdiction and venue for any disputes arising hereunder shall be in a state trial court located in Maricopa County, Arizona.
8. This Employee Confidentiality Acknowledgment and Invention Assignment constitutes my complete understanding on the subject matter hereof and supersedes all prior representations and understandings, whether oral or written.

Dated:

EMPLOYEE:

Employee (Sign Name in Full)

(Print Full Name)

COMPANY:

Perform Air International, Inc.

By: _____

Name: _____

Title: _____