

## NON-DISCLOSURE AGREEMENT

JEGE, Inc. ("JEGE") and Jetran, LLC ("Purchaser") have executed a letter of intent (the "Letter of Intent"), pursuant to which JEGE has expressed an intent to sell to Purchaser upon the terms set forth in the Letter of Intent a certain Boeing 727-31 jet aircraft, bearing Manufacturer's Serial No. 20115 and U.S. Registration No. N908JE, together with its equipped engines (Engine #1 – 726121; Engine #2 – 654373; and Engine #3 – 726122) and all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines (the "Aircraft"), and all aircraft records and documents associated with the Aircraft (the "Aircraft Records"), all as is to be more particularly described in a definitive written Aircraft Purchase Agreement to be negotiated and executed by JEGE and Purchaser (collectively, the "Aircraft Purchase Agreement.").

In connection with the sale and purchase of the Aircraft contemplated by the Letter of Intent, Purchaser has requested to conduct one or more inspections of the Aircraft and the Aircraft Records, and in order to induce JEGE to proceed with said inspections, and in consideration of JEGE's making the Aircraft and the Aircraft Records available for inspection and proceeding with the drafting and negotiation of the Aircraft Purchase Agreement, the undersigned, \_\_\_\_\_, individually and as an authorized representative of Purchaser (hereinafter sometimes referred to as the "Recipient"), acknowledges that the Recipient has been informed of the Recipient's obligations hereunder and that such obligations are a condition to JEGE's making the Aircraft and the Aircraft Records available for inspection and proceeding with the drafting and negotiation of the Aircraft Purchase Agreement, and the Recipient hereby agrees as follows:

### **Section 1. Confidentiality Obligations of the Recipient.**

**1.1 Definition of Confidential Information.** (a) For purposes of this Agreement, the term "Confidential Information" shall mean any information described in Section 1.1(b) hereof about any of: (i) JEGE; (ii) the Aircraft and the Aircraft Records; and (iii) any and all directors, officers, shareholders, employees, contractors, agents or passengers of JEGE or the Aircraft ("JEGE Parties"); previously or hereafter gathered or learned by the Recipient directly or indirectly during the course of any inspections of the Aircraft or the Aircraft Records or any interactions between the Recipient, on the one hand, and JEGE or any JEGE Parties, on the other hand.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean information of any type which is commonly considered of a confidential nature and includes, but is not limited to, any information (whether in oral, written, photographic, electronic or other recorded form) regarding any of the following: (i) the terms, including, without limitation, the price stated therein, or existence of the Letter of Intent or the Aircraft Purchase Agreement; (ii) the appearance and interior layout of, any and all improvements on, and furniture, furnishings, and other items of personal property contained anywhere in or on, the Aircraft; and (iii) the existence, identities, contact information, and business records of; the business plans of; mechanized or nonmechanized systems of accounting of; methods of doing business of; vendor information (including, without limitation, existence, identities, contact information, records, fees, and disbursements of, and services and materials provided by, any and all vendors, contractors, consultants, and professional advisors) of; confidential business lists and other proprietary data of; proprietary property of; assets of; transactions, records, procedures and history of; financial records of; the business activities and financial worth or value of; and any other information of a similar nature about; any of JEGE, the Aircraft or the Aircraft Records or any of the JEGE Parties.

**1.2 Confidential Information Shall Not Be Discussed.** At all times hereafter, the Recipient will hold in the strictest confidence and will not, directly or indirectly, use, communicate, publicize, lecture upon, publish or in any manner disclose any Confidential Information to any individual or entity whatsoever other than employees or representatives of Purchaser who need such information for the sole purpose of enabling Purchaser to proceed with or determine whether or not to proceed with the purchase of the Aircraft as contemplated by the Letter of Intent and the Aircraft Purchase Agreement, unless JEGE has expressly authorized in writing such use, communication, publicizing, lecturing, publication, or disclosure. This absolute prohibition against use, communication, disclosure, publication, lecturing and publishing shall include, without limitation, any direct or indirect communication, disclosure, publication, lecturing and publishing to members of the general public and to any media representatives, magazines, filmmakers, film companies, publishers, authors, producers, reporters, bloggers, screenwriters, or similar persons or entities. The Recipient shall not take any videos or photographs of the Aircraft or its interior or any portion thereof. The Recipient acknowledges that, as between JEGE, on the one hand, and Purchaser or Recipient, on the other hand, all Confidential Information and all intellectual property rights therein including, without limitation, copyrights and proprietary rights, shall be the sole and exclusive property of JEGE, and the Recipient further agrees and acknowledges that under this Agreement, the Recipient shall not knowingly permit others under his supervision or control or under the supervision or control of Purchaser or his or Purchaser's affiliates to violate the prohibitions of this Agreement and shall use his best efforts to ensure that no Confidential Information is used, communicated, publicized, lectured upon, published or disclosed by any persons employed or engaged by the Recipient or Purchaser or under the Recipient's or Purchaser's or any any of their affiliates' supervision or control.

**1.3 Return of Documents.** Upon demand by JEGE, and upon the expiration or termination of the Letter of Intent or the Aircraft Purchase Agreement, as the case may be, the Recipient will deliver to JEGE any and all documents, written materials, notes, drawings, photographs, specifications and any other materials of any type or nature whatsoever (whether in written, photographic, electronic or other recorded form) which the Recipient has in the Recipient's possession or control, and all drafts, copies and electronic file copies of all or any part thereof, which may constitute, include, reflect or disclose any Confidential Information.

## **Section 2. Conflicts.**

**2.1 No Conflicting Obligations.** The Recipient warrants and represents that the Recipient has not entered into, or made, and agrees that the Recipient will not enter into or make, either in the Recipient's own name or on the Recipient's own behalf, or in the name of or on behalf of Purchaser or any affiliate of the Recipient or Purchaser, any written or oral agreement, undertaking, promise, or representation that conflicts with or violates the provisions of this Agreement or otherwise impairs the Recipient's ability to strictly perform the Recipient's obligations under this Agreement or to fully comply with the provisions of this Agreement. The Recipient further warrants and represents that the Recipient is not subject to any subpoena, injunction, decree, writ or order of any court or other authority or to any other duty or responsibility, legal or otherwise, which conflicts with the provisions of this Agreement or otherwise impairs the Recipient's ability to strictly perform the Recipient's obligations under this Agreement or to fully comply with the provisions of this Agreement. The

Recipient shall immediately inform JEGE should the Recipient, Purchaser or any affiliate of the Recipient or Purchaser subsequently become subject to any such subpoena, injunction, decree, writ, order, duty or responsibility, and before in any way complying with the same, provide JEGE with an opportunity to respond, or object to, and lawfully resist and limit compliance with, the same, to the fullest lawful extent that JEGE shall determine in its discretion is necessary or appropriate.

**Section 3. Remedies.**

**3.1 Equitable Relief.** The Recipient acknowledges that the Confidential Information constitutes unique, proprietary and confidential information of JEGE and in the event of a breach or a threatened breach of this Agreement, JEGE will be irreparably harmed and there will be no adequate remedy at law. Therefore, in addition to any and all other rights and remedies JEGE may have, including, without limitation, the right to recover any damages incurred by JEGE and its principals as a result of such breach or threatened breach, JEGE shall be entitled to injunctive or other equitable relief in the event of a breach or threatened breach hereof, and the Recipient hereby waives any right to assert as a defense that there is an adequate remedy at law.

**Section 4. General Provisions.**

**4.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands applicable to contracts executed, delivered and to be fully performed in such jurisdiction, without giving effect to the principles of conflicts of law.

**4.2 Severability.** If one or more of the provisions of this Agreement are deemed invalid or unenforceable by law, then the remaining provisions hereof will continue in full force and effect, without regard to the invalid or unenforceable provision or provisions hereof, as the provisions of this agreement are intended to be and shall be deemed severable.

**4.3 Survival.** The provisions of this Agreement shall continue in full force and effect, regardless of the termination of the Letter of Intent and/or the Aircraft Purchase Agreement and regardless of whether or not the Aircraft is ultimately purchased by Purchaser from JEGE.

Signed: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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