

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the “**Agreement**”) is entered into as of [REDACTED], 2018 (the “**Effective Date**”) by and between:

- (i) [REDACTED] a [REDACTED], with offices at [REDACTED] (“**Customer**”); and
- (ii) **AerSale, Inc.**, a Florida corporation, with its principal place of business at 121 Alhambra Plaza, Suite 1700, Coral Gables, Florida 33134 USA (“**AerSale**”).

1 Purpose; Confidential Information

- 1.1 The parties intend to enter into discussions for the purpose of a potential purchase by Customer of AerSafe™, a proprietary product of AerSale (the “**Purpose**”). In connection herewith, AerSale will disclose to technical, design, and other information of a confidential nature relating to AerSafe™ and a potential transaction, and to prevent disclosure and unauthorized use of such information by Customer, the parties have entered into this Agreement.
- 1.2 For the purpose of this Agreement, “**Confidential Information**” means any and all financial, technical, marketing, commercial, legal, corporate, operating or other information of whatever nature that relates to AerSafe™, AerSale or its subsidiaries or affiliates or their respective businesses, services, assets, shareholders, customers, suppliers, lessees or financiers, disclosed by AerSale to Customer in relation to the Purpose (i) which is in tangible, visible, electronic or recorded form ; or (ii) communicated orally, and which due to its context or content must reasonably be regarded as confidential.

2 Non-disclosure and Non-Use Obligations

- 2.1 Customer undertakes to hold any Confidential Information strictly confidential and to not disclose the Confidential Information to any third party. Customer may only use the Confidential Information for the Purpose and undertakes not to use the Confidential Information for any other purpose whatsoever, including without limitation, for using all or any part of it as the basis for, or in the design or creation of and method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information.
- 2.2 Customer may disclose the Confidential Information only to its employees, directors, officers, and employees (collectively, “**Representatives**”) insofar as such persons need to know the information for executing the Purpose. Customer shall ensure that the Representatives are aware of the confidential nature of the Confidential Information and agree to be and are bound by the obligations hereof. Customer shall be liable pursuant to the provisions set forth in this Agreement for any breach of the confidentiality obligations by its Representatives.
- 2.3 The undertakings made by Customer set forth in this Clause 2 shall not apply to Confidential Information that Customer can clearly show:
 - 2.3.1 was in its lawful possession on or prior to disclosure by the Disclosing Party;
 - 2.3.2 was in the public domain on or prior to disclosure by AerSale or execution of this Agreement, or which has thereafter come into the public domain through no fault or breach of this Agreement by Customer;

- 2.3.3 has been independently developed by Customer without reference to or use of the Confidential Information disclosed by AerSale; or
- 2.3.4 becomes available to Customer on a non-confidential basis from a source other than AerSale, provided that such source is not known by Customer to be bound by another confidentiality agreement with AerSale.

- 2.4 This Agreement will not prevent disclosure of Confidential Information to the extent that such disclosure is mandatory under applicable law. Should such disclosure be necessary, Customer shall first notify AerSale of the required disclosure and use its reasonable efforts to assist AerSale in limiting that which is disclosed to the minimum required by law, including assisting AerSale in obtaining protective orders.
- 2.5 Upon the written request of AerSale, Customer shall promptly return to AerSale, or, at AerSale's request, destroy or delete, documents or any other media containing Confidential Information and not retain any copy, duplicate, extract or reproduction in whole or in part.

3 Rights and obligations

- 3.1 Any and all rights in the Confidential Information are reserved by AerSale. Disclosure of Confidential Information will not entail any transfer of rights or granting of licenses of any kind to Customer.
- 3.2 Neither party shall be under any obligation to proceed, and no commitment, undertaking or other obligation of any nature whatsoever (except the obligations set forth in this Agreement) shall be implied, unless and until a duly authorized agreement in detailed legal form providing for such obligation has been executed and delivered by all parties intended to be bound, notwithstanding the results of any negotiations, any offer or bid, any management or board of directors approvals or other indications of assent.
- 3.3 Nothing in this Agreement shall be construed as an obligation for either party to disclose any Confidential Information.

4 Disclaimer; Indemnification and No Waiver

- 4.1 AerSale discloses the Confidential Information without any expressed or implied warranty of any kind as to the correctness or completeness of the Confidential Information. AerSale shall not be liable for any costs or damages whatsoever incurred by Customer arising out of Customer's use of the Confidential Information.
- 4.2 The parties agree that any failure or delay by either party in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise thereof preclude any other or future exercise of any such right, power or privilege.

5 Term

The obligations under this Agreement shall apply retroactively to any Confidential Information disclosed prior to the Effective Date of this Agreement. This Agreement and all obligations hereunder shall terminate two (2) years from the Effective Date.

6 Governing Law and Jurisdiction

- 6.1 This Agreement shall, in all respects, including all matters of construction, validity and performance, be governed by and construed in accordance with the laws of the State of New York, the United States of

America, applicable to contracts entered into in the State of New York by residents of such state and to be performed entirely within such state.

- 6.2 The parties hereby irrevocably agree to submit to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York, the United States of America, and the Supreme Court of the State of New York in the Borough of Manhattan, County of New York in the event of any claims or disputes arising under this Agreement.
- 6.3 The parties hereby waive trial by jury in any judicial proceeding to which they are parties involving, directly or indirectly, any matter arising out of or relating to this Agreement.
- 6.4 Customer agrees that monetary damages may not be a sufficient remedy for breach of the confidentiality and non-use provisions of this Agreement, and that AerSale shall be entitled to seek injunctive relief for any such breach or threatening breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity. If a court of competent jurisdiction determines that one party hereto has breached this agreement, the non-prevailing party shall, in addition to compensation for any damages occurred due to the breach, be liable and pay to the prevailing party the reasonable legal fees incurred by such prevailing party in connection with such litigation, including any appeal there from.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

[REDACTED]

AERSALE, INC.

By: _____
Name:

By: _____
Name:

Its:

Its: