

**TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO
AIR TRANSPORT LOCAL 577**

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective between Transport Workers Union Local 577 ("Union") and the undersigned signatory ("Signatory").

1. Confidential Information.

Union proposes to disclose certain of its confidential and proprietary information ("Confidential Information") to Signatory. During the course of assignments with or on behalf of Union, Signatory may acquire confidential and/or proprietary information from Union officials, Union members, and third parties with whom the Union conducts representational activities and/or engages in business and other activities. Signatory hereby acknowledges that exclusive ownership of such information belongs to Union, whether disclosed by Union or otherwise acquired by Signatory. Confidential Information shall include but is not limited to all data, materials, products, forms, printouts, electronic messages, notes, membership lists, legal strategies, organizing strategies, manuals, business plans, financial information, grievance materials, witness statements, union business and financial records and other information disclosed or submitted, orally, in writing, or by any other media, to Signatory by Union or third parties. Nothing herein shall require Union to disclose any of its information.

2. Signatory's Obligations.

A. Signatory agrees that the Confidential Information is to be considered confidential and proprietary to Union and Signatory shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of his or her assignments or activities with Union, and shall disclose it only to Union's officers or staff employees with a specific need to know. Signatory will not disclose, publish or otherwise reveal any of the Confidential Information received from Union to any other party whatsoever except with the specific prior written authorization of the President of Union.

B. Confidential Information furnished in tangible form shall not be duplicated by Signatory. Upon the request of Union, Signatory shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

3. Term.

The obligations of Signatory herein shall be effective in perpetuity from the date Signatory begins any assignment for Union or the date Union first discloses any Confidential Information to Signatory, whichever comes first.

4. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

5. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Texas and Signatory consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Signatory agrees that any court of competent jurisdiction, selected by Union, shall have personal jurisdiction over Signatory. Signatory agrees that in the event of any breach or threatened breach by Signatory, Union may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Union against any such breach or threatened breach and may also institute charges and utilize any other procedures under the Union's Constitution and by-laws and/or TWU International's Constitution.

6. Final and Perpetual Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Signatory agrees that any and all obligations under this Agreement are not in any way conditioned on an ongoing receipt of assignments or a continuing relationship between Union and Signatory. Signatory agrees that this Agreement shall remain effective in perpetuity. This Agreement may be modified only by a further writing that is duly executed by both parties.

7. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect in perpetuity as if such invalid or unenforceable term had never been included.

8. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

9. Employment-at-will.

Signatory agrees that if any employment relationship exists between Signatory and Union that such relationship has been and continues to be "at-will." Signatory agrees that neither this document nor any other communication shall bind Union to employ Signatory now or in the future, and that no consideration has been furnished to Union for Signatory's employment.

By signing below, Signatory agrees to be bound by all provisions of this Agreement.

SIGNATORY SIGNATURE

DATE

SIGNATORY PRINTED NAME