EMPLOYEE CONFIDENTIALITY AGREEMENT

As a condition of my being retained as an employee of Astronaut Scholarship Foundation, Inc., a Florida not-for-profit organization ("***ASF***"), and in consideration of such employment and my receipt of consideration now and hereafter paid to me by ASF, I agree to the following terms.

1. Non-Disclosure and Non-Use of Confidential Information. I will at all times during the term of my employment and at all times thereafter, maintain the confidentiality of the Confidential Information (as defined below), and will not, directly or indirectly, disclose any of the Confidential Information to any person or entity, except as is strictly necessary in the performance of my assigned duties as an employee or as required by law or legal process. In addition, I will not at any time during the term of my employment or at any time thereafter use any of the Confidential Information for my direct or indirect benefit, or the direct or indirect benefit of any person or entity other than ASF. The fact that any information or data is not marked as confidential or proprietary shall not adversely affect its status as Confidential Information. I understand that the term "***Confidential Information***" as used herein shall mean all information and data, without regard to form or medium, relating to ASF, that is not generally known to the public; however, any information and data which becomes generally known to the public because of my failure to abide by this Agreement with respect to such information will also be considered Confidential Information. I further understand that the term "***Benefactor***" as used herein shall mean any patron, participant or other person or entity that has conferred a benefit upon or otherwise has been involved in the promotion, support or operation of ASF or ASF's business or activities, including, without limitation, any of ASF's astronaut participants. By way of illustration, I understand that Confidential Information includes, but is not limited to, any and all contact information relating to ASF's prior, current and prospective Benefactors, as well as the nature and terms of ASF's relationship with any of them.

2. Former Employee Information. I represent and warrant to ASF that my performance of all the terms of this Agreement as an employee of ASF has not breached and shall not breach any agreement to keep in confidence any proprietary or confidential information acquired by me in confidence or trust prior or subsequent to the commencement of my employment with ASF. I will not disclose to ASF, or induce ASF to use, any proprietary or confidential information or material belonging to any previous employer or any other party.

3. Third Party Information. I recognize that ASF has received and that in the future ASF will receive confidential or proprietary information from third parties subject to a duty on ASF's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or entity or to use it except as necessary in carrying out my work for ASF consistent with ASF's agreement with such third party.

4. Property. I will not remove or transfer from any of ASF's offices or premises any materials or property of ASF (including, without limitation, any memorabilia or photographs, and any materials or property containing Confidential Information), except as is strictly necessary in the performance of my assigned duties as an employee and then only to the extent so directed by my supervisor. Promptly upon ASF's request, and in any event promptly upon the

termination of my employment with ASF, I will return to ASF all materials and property that I removed and I will not retain copies of any of such materials or property.

5. Non-Solicitation.

(a) During and for a period of two (2) years after the termination of my employment with ASF, whether such termination is with or without good cause or for any or no cause, and whether such termination is effected by either ASF or me, I will not, directly or indirectly, for myself or on behalf of or for the benefit of any third party other than ASF, do any one or more of the following:

(i) solicit, recruit or hire or attempt to solicit, recruit or hire any person who is or was within six (6) months of such date an employee of ASF;

(ii) entice any employee of ASF to leave the employ of ASF;

(iii) entice any person who is or was within six (6) months of such date an employee of ASF to violate any agreement with ASF; or

(iv) entice any vendor, consultant, collaborator, agent or Benefactor of ASF to cease its relationship or involvement with ASF or engage in any activity which would cause any such vendor, consultant, collaborator, agent or Benefactor to cease its relationship or involvement with ASF.

(b) I acknowledge that the limitations of time and scope of activity agreed to above are reasonable because, among other things: (i) ASF is engaged in sensitive activities with public figures; (ii) I will have access to Confidential Information, including, without limitation, private contact information regarding the Benefactors; (iii) I believe that in the event my employment with ASF terminates for any reason, I will be able to obtain suitable and satisfactory employment in my chosen profession without violation of this agreement; and (iv) these limitations are necessary to protect ASF's Confidential Information and goodwill.

6. Non-Disparagement. I agree that during the term of this Agreement and at all times thereafter, I will not make any false, misleading, disparaging or uncomplimentary statements or remarks about ASF, its Benefactors or ASF's business.

7. Returning ASF Documents. I agree that, at the time of termination of my employment with ASF for any reason, I will deliver to ASF (and will not keep in my possession, recreate or deliver to anyone else) any and all records, data, notes, reports, proposals, lists, correspondence, materials, flow charts, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment or otherwise belonging to ASF, its successors or assigns. I further agree that any property situated on ASF's premises and owned by ASF, including, without limitation, computer files, computer disks and other storage media (including emails), filing cabinets or other work areas, is subject to inspection by ASF personnel at any time with or without notice.

8. Notification to Other Parties. I hereby grant consent to notification by ASF to any other parties besides ASF with whom I maintain an employment or consulting relationship,

including parties with whom such relationship commences after the effective date of this Agreement, of my obligations and duties under this Agreement.

9. No Restrictions. I represent and warrant to ASF that there are no restrictions, agreements or understandings to which I am bound which would limit my right to enter into and perform the terms of this Agreement, to be employed by ASF or to perform my duties as an employee of ASF. I represent and warrant to ASF that all information that I have furnished and that I will furnish to ASF in connection with my employment with ASF is or will be true and complete and that I have disclosed to ASF all restraints, confidentiality commitments or other employment restrictions that I have with any other person or entity.

10. Compliance with ASF Policies. During the term of my employment, I will comply with all lawful policies, practices and procedures established at any time and from time to time by ASF.

11. At-Will Employment. I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH ASF CONSTITUTES "AT-WILL" EMPLOYMENT AND THAT THIS AGREEMENT IS NOT A CONTRACT OF EMPLOYMENT OR A PROMISE OF CONTINUED EMPLOYMENT FOR ANY SPECIFIED PERIOD.

12. Survival of Provisions; Amendment; Assignment. My obligations as set forth in this Agreement will survive the termination of my employment with ASF. None of the provisions contained in this Agreement can be changed without a writing signed by each of me and ASF. I acknowledge that I have no right or power to assign this Agreement. I also acknowledge that ASF may assign this Agreement freely.

13. Equitable Relief; Attorney's Fees; Extension of Period. If I breach or threaten to breach any provision of this Agreement, ASF will be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or threatened breach. If ASF prevails in any action or proceeding brought to enforce this Agreement, then ASF will be entitled to recover from me all attorneys' fees, costs and disbursements incurred by ASF in connection with such action or proceeding. ASF's rights and remedies under this Section are in addition to and cumulative with any other rights and remedies to which ASF may be entitled.

14. Severability. I acknowledge that the obligations and restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of ASF and that ASF would not have hired me or continued my employment in the absence of such obligations and restrictions. Each provision in this Agreement is an independent provision and the enforceability of any one provision will not affect the enforceability of any other provision. However, if any particular provision of this Agreement is determined by a court to be excessively broad as to duration, activity or scope, then that provision will be deemed amended by limiting and reducing it so as to be valid and enforceable to the maximum extent compatible with the laws of such jurisdiction.

15. No Waiver of Rights. Any waiver by ASF of any power or right under this Agreement must be in writing and signed by ASF to be enforceable. Any waiver by ASF so given will not operate as a waiver of any other or future breach under this Agreement.

16. Binding Obligation. This Agreement will be binding upon me and my heirs, executors and administrators and will inure to the benefit of ASF and its successors and assigns.

17. Governing Law; Choice of Forum and Venue. This Agreement will be governed and construed as to its validity, interpretation and effect by the laws of the State of Florida notwithstanding the choice of law rules of Florida or any other jurisdiction. I ALSO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS SERVING THE COUNTY IN FLORIDA IN WHICH ASF MAINTAINS ITS PRINCIPAL OFFICE. However, I acknowledge that ASF may seek enforcement of this Agreement in any appropriate court and in any jurisdiction where I am subject to personal jurisdiction and where venue is proper.

IN WITNESS WHEREOF, I have signed this Agreement as of the date written below.

_____
Employee Signature

_____
Print Employee Name

_____
Date Signed

ACKNOWLEDGED, AGREED TO AND ACCEPTED BY:

ASTRONAUT SCHOLARSHIP FOUNDATION, INC., a Florida not-for-profit organization