

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2007 by and between **VOYAGER TECHNOLOGIES, INC.**, a Delaware corporation ("Voyager"), and _____, a _____ (the "Receiving Party").

Premises:

WHEREAS, Voyager is a technology company, whose primary business is the outsourcing of travel automation products and services with respect to the airline industry;

WHEREAS, Voyager has a computer system (the "Voyager System") that is used to provide its products and services and that is accessed through the use of the internet by Voyager's clients and customers and certain other persons and entities in the travel industry, including travel agents;

WHEREAS, the Receiving Party desires to access the Voyager System and such access will financially benefit the Receiving Party;

WHEREAS, in connection with the Receiving Party's access to the Voyager System, the Receiving Party will receive and have access to certain confidential information and materials regarding Voyager, its business, and its customers and clients; and

WHEREAS, Voyager desires to maintain the confidentiality of such confidential information in order to protect its substantial business interests therein and its relationships with its customers and clients and requires that the Receiving Party enter into this Agreement as a condition to accessing the Voyager System;

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Confidential Information and Confidential Materials.**

(a) "Confidential Information" means any and all nonpublic information regarding Voyager, the Voyager System and Voyager's customers and clients. "Confidential Information" includes, without limitation, information relating to released or unreleased software or hardware products, the marketing or promotion of any product or service, business policies or practices, travel product inventory levels, financial data and information, information regarding customers or clients (including travel itineraries and personal information), and information received from others that Voyager is obligated to treat as confidential.

(b) Confidential Information does not include any information that (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed to Voyager; (ii) became known to the Receiving Party prior to Voyager's disclosure of such information to the Receiving Party through access to the Voyager System or otherwise; (iii) became known to the Receiving Party prior to Voyager's disclosure of such information to the Receiving

Party through access to the Voyager System or otherwise; (iv) became known to the Receiving Party from a source other than Voyager other than by the breach of an obligation of confidentiality owed to Voyager; or (v) is independently developed by the Receiving Party.

(c) “Confidential Materials” means all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions.

(a) The Receiving Party agrees that it will not distribute, communicate or otherwise disclose any Confidential Information or Confidential Materials to any third party, except as otherwise specifically provided below. The Receiving Party may disclose Confidential Information or Confidential Materials in accordance with any judicial or other governmental order; provided, however, that the Receiving Party agrees that, in the event that it becomes legally compelled to disclose any Confidential Information or Confidential Materials as a result of any such judicial or other governmental order, it will provide Voyager with notice of such fact so that Voyager may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party agrees that it will disclose only that portion of the Confidential Information or Confidential Materials that is legally required by any such judicial or other governmental order (as advised by written opinion of legal counsel), and that the Receiving Party will cooperate fully with Voyager in any effort to obtain a protective order or other reliable assurance that the Confidential Information and/or Confidential Materials will remain confidential.

(b) The Receiving Party shall take reasonable precautions to protect its own confidential information in order to keep confidential the Confidential Information and Confidential Materials. The Receiving Party may disclose Confidential Information or Confidential Materials only to the Receiving Party’s employees, agents and consultants in the ordinary course of the Receiving Party’s business and on a need-to-know basis. The Receiving Party shall execute appropriate written agreements with its employees, agents and consultants sufficient to enable it to comply with the provisions of this Agreement.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of the Receiving Party’s business relationship with Voyager or any of Voyager’s customers or clients, and only as otherwise specifically provided hereunder. The Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.

(d) The Receiving Party agrees that it will not reverse engineer, decompile to disassemble any software or hardware that it may receive or access as a result of its access to the Voyager System.

3. Rights and Remedies.

(a) The Receiving Party shall immediately notify Voyager upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement, and will cooperate with Voyager in every reasonable way to help

Voyager regain possession of the Confidential Information and/or Confidential Materials and prevent any further unauthorized use thereof.

(b) The Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials at Voyager's request or, at Voyager's option, certify the destruction of the same.

(c) The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or Confidential Materials and that Voyager shall be entitled, without waiving any other rights or remedies it may have, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(d) Voyager may visit the Receiving Party's premises, with reasonable prior notice and during normal business hours, to determine whether the Receiving Party is in compliance with the terms of this Agreement.

4. Miscellaneous.

(a) All Confidential Information and Confidential Materials are and will remain the property of Voyager or the applicable customer or client of Voyager, as the case may be. By disclosing information to the Receiving Party, Voyager does not grant any express or implied right to the Receiving Party to or under any patent, copyright, trademark or trade secret of Voyager.

(b) Any reference in this Agreement to the Receiving Party shall include any person or entity directly or indirectly controlled by, in control of, or under common control with, the Receiving Party. As used in this Section 4(b), "control" means the power to direct or cause the direction of the management and policies of another person or entity, whether through ownership of voting securities, by contract or otherwise.

(c) No failure or delay by Voyager in exercising any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, privilege or remedy hereunder.

(d) In any action or proceeding between the parties concerning this Agreement or its enforcement, the prevailing party in such action or proceeding will be entitled to collect from the non-prevailing party all costs of such action or proceeding incurred by such prevailing party, including reasonable attorney fees and costs through all levels of proceedings.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

(f) Jurisdiction of and venue for any action or proceeding arising out of or connected with this Agreement shall lie exclusively in the state courts of appropriate jurisdiction in and for Orange County, Florida. Each of the parties hereto expressly waives its rights as to any other jurisdiction and venue and agrees that it shall be subject personally to the jurisdiction of the agreed-upon courts.

(g) If any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise unenforceable, such provision shall be given its nearest legal meaning or otherwise be construed as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

(h) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, affiliates, subsidiaries, successors and assigns.

(i) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and all prior understandings, agreements or undertakings between the parties concerning the subject matter of this Agreement are superseded in their entirety by this Agreement. The terms of this Agreement may only be amended or modified by a writing signed by each of the parties hereto.

(j) The Section and other headings in this Agreement are for reference purposes only and are not intended in any way to be used to interpret the provisions of this Agreement.

(k) This Agreement may be executed in counterparts and transmitted by facsimile transmission, and each of such counterparts, whether an original or a facsimile of an original, will be deemed to be an original and all of such counterparts together will constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement below intending to be legally bound thereby.

Witnesses:

VOYAGER TECHNOLOGIES, INC.,
a Delaware corporation

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

_____, a

Name: _____

By: _____

Name: _____

Title: _____

Name: _____