

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is made as between Taylor Business Group LLC a Florida Corporation (the "Company"), and the "Recipient" as follows:

BACKGROUND

- A. Each of the Companies and Recipients possess certain information that it considers to be secret and confidential and a commercial asset of considerable value to such party. Such information is further defined in this Agreement as "Confidential Information."
- B. Company and Recipient desire to discuss a business relationship or project (the "Project") between them and recognize that in order to do so, each of Company and Recipient need to disclose certain of its Confidential Information to the other.
- C. Company and Recipient are each willing to disclose to the other its respective Confidential Information on the condition that the receiving party does not disclose such confidential information related to current and future plans to any third party nor make use thereof in any manner except for purposes of determining if the Project is advisable and thus, in carrying out the Project in accordance with any other terms the parties may agree in a definitive agreement. Each of the Company and Recipient may sometimes be referred to as the "disclosing party" or the "receiving party" as the context requires.
- D. Company has the full right to assign this agreement to its current or future subsidiaries or, in the event of an asset transfer, to then have that entity assume the mutual confidentiality and tenants of this non-disclosure agreement.

AGREEMENT

In consideration of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. Subject to the other provisions of this Agreement, the Company agrees to disclose to the Recipient certain information and documents which have been developed by the Company, are not known to persons other than agents or employees of the Company, and which are proprietary as to the Company (collectively, the "Confidential Information") to enable the Recipient to evaluate certain business transactions which have been or may be proposed by the parties or, other parties that have signed the same Agreement.
- 2. The Recipient will not, directly or indirectly, in any manner whatsoever:
 - (a) Disclose the Confidential Information to any person or entity other than its employees or advisors who have a need to know and agree to be bound by this Agreement;
 - (b) Use the Confidential Information in any manner whatsoever, whether for commercial or non-commercial purposes, other than for the purpose of evaluating certain business transactions which have been or may be proposed by the parties, provided that in so doing the Recipient shall not violate the provisions of; or
 - (c) Fail to maintain the Confidential Information in confidence or take suitable precautions to ensure that the same are not disclosed except as otherwise authorized hereunder.
- 3. The Recipient shall, within twenty-four (24) hours following the Company's request, return to the Company all papers, documents, computer disks, software, and other media containing all or any portion of the Confidential Information, together with any notes, reports, abstracts, or documents, in any form or medium, containing any portion of the Confidential Information.
- 4. The Recipient acknowledges that the Company will suffer severe and irreparable injury as a result of the Recipient's failure to comply with the restrictions contained in this Agreement, and further that the Company has no adequate remedy at law with respect to any such violation. Accordingly, the parties agree that upon any such violation, the Company is entitled, in addition to any other remedies available to it either at law or in equity, to injunctive relief (without the posting of any bond) restraining the Recipient from violation of such restrictions.
- 5. The Recipient shall indemnify and hold the Company harmless from and against any loss, cost, damage, or expense paid or incurred by the Company as a result of the breach or omissions within this Agreement by the Recipient, including, without limitation, reasonable attorneys' fees and costs.
- 6. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and may not be amended except by an agreement in writing signed by the parties.
- 7. No failure or delay by the Company in exercising any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof limit or preclude any other or further exercise thereof, or the exercise of any other right hereunder.
- 8. This Agreement shall commence on the date hereof and shall continue for a period of three (3) years.
- 9. If any part or parts of this Agreement are found to be invalid, illegal or unenforceable in any respect, it is the intent of the parties that a court so finding shall revise or modify the provisions hereof found to be invalid, illegal or unenforceable, and the remaining provisions hereof shall nevertheless be valid and binding with the same force and effect as if the invalid, illegal or unenforceable part or parts were originally deleted.
- 10. This Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Florida.