

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ by and between The Blackmaple Group, LLC, having as a business address 4581 Weston Road #263, Ft. Lauderdale, Florida 33331 (hereinafter "BMG"), and \_\_\_\_\_ (hereinafter "Group"). The parties make this Agreement for the purpose of protecting their respective confidential and proprietary information in connection with entering into discussions concerning a possible business relationship between them ("Agreement Purpose").

Intending to be legally bound hereby, the parties agree as follows:

(a) Each party acknowledges that subject to the terms of this Agreement, any information and documents concerning the other party for the Agreement Purpose is deemed hereunder "Confidential Information" of the providing party and shall include, without limitation, information, data, materials, ideas, concepts, know-how, trade secrets, financial statements, business plans, provider and other contracts, patents, trademarks, copyrights, client lists, strategy documents, techniques or methodologies relating to the business, trade secrets and technology of the providing party.

(b) Each party shall maintain the Confidential Information of the other in confidence and shall further: (i) restrict disclosure of Confidential Information of the other solely to those persons with a need to know such Confidential Information, and limit the number of such persons to the extent feasible; (ii) not disclose any Confidential Information to any third party who has not agreed to be bound by the terms hereof, without the written approval of the other; (iii) use Confidential Information solely for Agreement Purpose; and (iv) inform those persons who receive Confidential Information of its confidential nature and cause such persons to abide by the obligations herein set forth.

(c) The obligations imposed under this Agreement shall not apply to Confidential Information which: (i) becomes publicly known through no wrongful act or unauthorized disclosure by the receiving party; (ii) is approved by the providing party for disclosure by the receiving party without restriction in a written document which is signed by a duly authorized representative of the providing party; (iii) can be shown by written records to have been in the possession of the receiving party prior to disclosure by the providing party free from any obligation to keep such information confidential; (iv) was obtained by the receiving party from any third party, provided it did not know or have reason to know that such third party obtained the Confidential Information from the providing party directly or indirectly under secrecy.

(d) In the event that a party hereto, or any of its partners or employees, becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil or criminal investigative demand or similar process) to disclose any Confidential Information of the other, the party being compelled to disclose shall provide the other party with prompt prior written notice so that the party having the right to keep such Confidential Information confidential may seek a protective order or other appropriate remedy.

(e) The termination of the Agreement Purpose or any other agreement or business relationship between, or involving the parties hereunder, shall not relieve either party of its obligations with respect to the Confidential Information of the other. Each party agrees to be responsible for breaches of this Agreement by its employees, contractors or third parties to which it is contractually bound. At the conclusion of Agreement Purpose or termination of this agreement, each party shall return to the other all Confidential Information, including but not limited to, documents supplied, and shall not retain any copies, duplicates, extracts, or other reproductions, in whole or in part, in any format, and upon the request shall provide a certificate that such return has taken place.

(f) Each party acknowledges and agrees that any breach or threatened breach of any of the provisions of this Agreement by the other party will result in immediate and irreparable harm and that any remedies at law in such event will be inadequate. Each party shall therefore have the right to seek immediate injunctive relief against such breach. This right shall, however, be in addition to and not in lieu of any other remedies at law or in equity.

(g) Neither party shall advertise or publish the fact that the parties have entered into this Agreement, or otherwise use the other's name or trademarks in any advertisement or other publicity without prior written consent of the other party, which consent is subject to revocation at any time upon notice.

(h) Nothing herein contained shall be construed to grant any rights in or under any Confidential Information to the recipient, except for the limited right to review such Information solely for the Agreement Purpose. Nothing in this Agreement is intended or shall be construed as requiring either party to enter into the proposed business relationship or into any other arrangement, or as preventing either party from terminating discussions concerning the proposed business relationship.

(i) This Agreement shall be binding upon and for the benefit of the parties, their respective successors and assigns. Notwithstanding the foregoing, no rights in or under Confidential Information may be assigned to any third parties. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. Each party understands and acknowledges that no legal commitments or obligations are being agreed hereunder regarding the Agreement Purpose. This Agreement shall be governed by the laws of the State of Florida and shall be binding on the parties hereto.

Blackmaple Group, LLC

Group

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: President & COO

Title: \_\_\_\_\_