

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ is between MCS D, LLC, a Florida corporation with principal offices located at 4920 West Cypress Street, Suite 104 Tampa, Florida 33607 and \_\_\_\_\_, a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_, ("Second Party").

MCS D, LLC and Second Party plan to commence confidential discussions concerning the possibility of entering into a business arrangement. In the course of discussions MCS D, LLC and Second Party will be exchanging proprietary business information with each other.

NOW THEREFORE, MCS D, LLC and Second Party agree for themselves and on behalf of their respective representatives as follows:

1. A. Each party will hold and maintain in confidence any information disclosed to it by the other party that such other party designates in writing as being proprietary or confidential information (all such information in the aggregate referred to as "Confidential Information". Confidential Information includes, without limitation, the existence and content of the negotiations and discussions regarding the contemplated business arrangement between the parties, financial information and records, sales, cost, and profit data, pricing information, customer lists, market information and all analyses, compilations, studies or other documents prepared by the recipient or its representatives containing or based in whole or in part on any Confidential Information obtained from the other party or its representatives.

B. To the extent practicable, Confidential Information is to be disclosed in documentary or tangible form and any Confidential Information that is disclosed orally is subject to the terms hereof only if confirmed by the disclosing party in writing to be proprietary within 15 days of disclosure. Notwithstanding anything in this Agreement to the contrary, the amount, type, and items of Confidential Information disclosed by a party are solely within the discretion of the disclosing party and a party may refuse to disclose information if it believes that it is not in its best interests to do so. In addition, neither party makes any representation or warranty as to the accuracy or completeness of its respective Confidential Information.

Each party agrees to (i) use the Confidential Information of the other party solely for the purposes of evaluating the contemplated business arrangement between the parties and not to use Confidential Information in any way detrimental to the other party or its affiliates or for any other purpose, (ii) not disclose Confidential Information to any person (broadly interpreted to include without limitation any corporation, company, partnership and individual) without the prior written approval of the other party, and (iii) limit the disclosure of Confidential Information to its representatives whose duties and responsibilities require their need to know the Confidential Information and then only provided that there is a clear understanding on the part of such representatives of their obligation to maintain the confidentiality of the Confidential Information in accordance with the terms hereof.

All Confidential Information obtained by a party or its representatives remains the property of the disclosing party, and upon the request of the disclosing party must be immediately destroyed or returned, along with all copies, summaries and reproductions.

4. Nothing in this Agreement is to be construed as granting or conferring any rights by license or otherwise, express or implied, for any invention, discovery, or improvement made, conceived or acquired with respect to the Confidential Information prior to or after the date of this Agreement.

5. No failure or delay by a party in exercising any right, power or privilege hereunder operates as a waiver. Each party is entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement by the other party.

6. This Agreement may be executed in counterparts, all of which together constitute one and the same document and any of which is deemed an original without production of the other copies. This Agreement represents the entire understanding between the parties pertaining to the Confidential Information and any prior agreements regarding the same are superseded.

7. The obligations under this Agreement do not apply to any portion of the Confidential Information which (i) is or becomes public knowledge through no fault of the recipient, (ii) is in the lawful possession of recipient prior to disclosure to it by the other party, (iii) is disclosed to recipient without restriction on disclosure by a person who has the lawful right to disclose the information, or (iv) is disclosed pursuant to the lawful requirement or formal request of a governmental agency. Nevertheless, if recipient or its representatives are requested or become legally compelled to disclose any of the Confidential Information of the disclosing party or the fact that Confidential Information has been made available to the recipient or its representatives, the recipient agrees on behalf of itself and its representatives that the disclosing party will be provided with prompt written notice of such requests so that the disclosing party has the opportunity to pursue its legal and equitable remedies regarding such potential disclosure.

8. Either party may terminate this Agreement upon written notice to the other party. Notwithstanding such termination, all rights and obligations hereunder survive with respect to the Confidential Information disclosed prior to such termination. Notice to be sent to both parties at above addresses.

The parties have executed this Agreement by their duly authorized representatives intending to be bound thereby.

Company: MCSD, LLC Company

By: _____	By: _____
Name: Matthew Brown	Name: _____
Title: Managing Partner	Title: _____
Date: _____	Date: _____

Confidential