

MEZRAH CONSULTING

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) entered into as of _____ (the “Effective Date”), by and between Todd M. Mezrah & Associates, Inc., a Florida corporation doing business as Mezrah Consulting and having offices at 5690 W. Cypress St., Suite A, Tampa, FL 33607, on behalf of itself and its affiliate, MSO Deferral LLC, (“MC”) and _____, a _____ with offices at _____ (“Company”). MC and the Company may be referred to herein each as a “Party” and collectively, as the “Parties.”

BACKGROUND INFORMATION

In connection with the evaluation of one or more possible business transactions between the Parties (the “Transaction”), each Party has requested, or will request, Confidential Information (as defined below) from the other Party. Each Party considers its Confidential Information to be proprietary and/or confidential and requires certain assurances from the other Party as a condition of furnishing the Confidential Information to the other Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Description of Confidential Information. As used herein, “Confidential Information” shall mean any and all non-public, confidential or proprietary information, data or know-how disclosed by either Party (in such capacity, the “Disclosing Party”) to the other Party (in such capacity, the “Receiving Party”), whether disclosed in writing, orally, electronically or by another means. Confidential Information shall include all information about the Disclosing Party’s businesses, operations, products, services, finances, properties, employees, relationships with third parties, plans, trade secrets and other intellectual property and “know-how” and all other information, documents and materials that are delivered or otherwise disclosed by one party to the other, whether oral, written, visual or in some form, and whether or not identified as confidential. Confidential Information also includes (a) all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data and other materials, in whatever form, whether prepared by the Receiving Party or the Receiving Party’s Representatives (as defined below), which contain or are generated from the Confidential Information and (b) the terms of this Agreement and the fact that discussions regarding the Transaction are taking place.

2. Exclusions. This Agreement imposes no obligation upon Receiving Party with respect to any portion of the Confidential Information of Disclosing Party that: (a) is or becomes a matter of public knowledge through no fault of Receiving Party; (b) is rightfully received by Receiving Party from a third party without a duty of confidentiality; (c) is independently developed by Receiving Party without use of or reference to any Confidential Information of Disclosing Party; or (d) is identified by Disclosing Party in writing as no longer confidential and proprietary.

3. Use of Confidential Information. The Receiving Party agrees that it shall not disclose to any third party (except to the Receiving Party's Representatives as described below), the Confidential Information, except as approved in writing by the Disclosing Party, and shall use the Confidential Information for no purpose other than in connection with its evaluation of the Transaction. The Receiving Party shall only permit access to the Confidential Information to its officers, directors, employees, affiliates, or representatives (the "Receiving Party's Representatives") who have a need to know such information, have been notified of the information's confidential nature and have agreed to be bound by terms at least as restrictive as those contained herein with respect to the Confidential Information, provided that the Receiving Party shall be liable for any breach of this Agreement by such persons.

4. Standard of Care. Receiving Party shall protect Confidential Information received hereunder from disclosure to any other party, by using the same degree of care, but in no event less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of such Confidential Information as Receiving Party uses to protect its own confidential information of a like nature.

5. Disclosure Required by Law. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation or court order provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. No Warranties. Nothing in this Agreement shall be construed as granting to the Receiving Party, by license or otherwise, any right, title or interest in or to, any Confidential Information or any patent, trademark, license, copyright or other right of the Disclosing Party. Each Party also acknowledges and agrees that, except as may be provided in a definitive agreement for the Transaction: (a) the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information furnished by it or its representatives or any other information furnished in connection therewith; and (b) the Disclosing Party and its representatives shall have no liability to the Receiving Party and the Receiving Party Representatives as a result of the Receiving Party's use of such information or as a result of any errors or omissions in any such information.

7. No Obligations. This Agreement shall not restrict reassignment of Receiving Party's employees, nor in any manner affect or limit either party's present and future business activities, including business activities which could be competitive with Disclosing Party, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such activities. Nothing in this Agreement will be construed as a representation or agreement that Receiving Party will not develop, or have developed for it, products, concepts,

systems or techniques contemplated by or embodied in the Confidential Information, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

8. Term and Termination. This Agreement shall terminate one (1) year after the Effective Date, or may be terminated by either Party at any time upon notice to the other Party. Except as required by law, the Receiving Party will immediately destroy or return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of: (a) the expiration or termination of this Agreement for any reason; or (b) at any time that Disclosing Party may so request. Except as specifically provided herein, termination of this Agreement shall not terminate Receiving Party's obligations under this Agreement with regard to all Confidential Information received prior to termination.

9. Notice of Breach. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

10. Injunctive Relief. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that Disclosing Party will have the right in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

11. Non-waiver. Any failure by either party to enforce the other party's strict performance of any provision of the Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

12. Miscellaneous. This Agreement constitutes the complete agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between the parties. This Agreement may be signed in one or more counterparts, all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement may not be altered or modified except in a writing signed by both Parties. Nothing in this Agreement shall be construed as obligating either Party to enter into any definitive agreement with the other Party. The Parties are independent contractors and not employees, agents, partners, joint ventures, or legal representatives of the other Party. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof. If any provision of this Agreement is judicially determined to be invalid or unenforceable such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. Neither Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party. All notices required

under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either Party may specify in writing. This agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to its conflicts of laws principles. Exclusive venue for any dispute pursuant to this agreement shall be Hillsborough County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Todd M. Mezrah & Associates, Inc.

Company Name

Signature

Signature

Name

Name

Title

Title