

MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the “*Agreement*”) is made as of _____ (the “*Effective Date*”) by and between., Palmetto Design Center, a Florida Limited Liability Company with offices at (“17071 West Dixie Highway, North Miami Beach, Florida 33160 ”), and _____ with offices at _____ (“*Company*”) along with _____ personally.

1. STATEMENT OF PURPOSE. This Agreement is being executed in connection with discussions and other exchanges of information that representatives of the parties have had or will have for various business purposes, which may include, but not be limited to: (a) evaluating the possibility of entering into a business relationship and/or certain business transactions; (b) disclosures in the course of a business relationship between the parties (to the extent not covered by other written agreements protecting the confidentiality of disclosures of confidential information); and (c) such other purposes as the parties may agree upon in writing. This Agreement is intended to allow both parties to have open discussions while affording protection against unauthorized disclosure or use of Confidential Information (as defined below).

2. CONFIDENTIAL INFORMATION. Each party understands and agrees that during the term of this Agreement it may be furnished with or otherwise have access to non-public information that the other party considers to be of a confidential, proprietary or trade secret nature, including but not limited to, in the case of Palmetto Design Center, information about it’s products, services and pricing, and related technologies, systems and processes, as well as other financial, business and technical information, marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, and regardless of whether expressly marked or otherwise identified as confidential (collectively, the “*Confidential Information*”). Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event using less than reasonable efforts. Neither party will sell, transfer, publish, disclose or otherwise use or make available any portion of the Confidential Information of the other party to third parties, except to those of its directors, officers, employees or attorneys who clearly have a need-to-know the same, in furtherance of the specific purposes of this Agreement and as expressly authorized in this Agreement. All such disclosures shall be subject to all of the terms and conditions of this Agreement, and the party making such disclosures to such directors, officers, employees and/or attorneys shall be fully responsible for ensuring the compliance of all such parties with the terms and conditions of this Agreement. No license under any patent, trademark,

copyright or any other worldwide intellectual property or proprietary rights laws is either granted or implied by the disclosure or provision of any Confidential Information. Nothing in this Agreement shall be deemed to obligate either party to disclose any Confidential Information to the other, or to accept any Confidential Information from the other. In addition, nothing in this Agreement shall be deemed to commit or bind either party to enter into any other contractual or other relationship, or to purchase any goods or services of the other party.

3. NON-CONFIDENTIAL INFORMATION. Notwithstanding Section 2, Confidential Information of a party shall not include information which: (a) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party, without violation of this Agreement; (b) can be demonstrated to be (x) rightfully known to the receiving party as of the time of its disclosure, or (y) independently developed by the receiving party; (c) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (d) is required to be disclosed pursuant to a duly authorized subpoena, court order or government authority, in which event the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy.

4. OWNERSHIP. The receiving party agrees that all Confidential Information of the disclosing party which comes into the receiving party’s custody or possession is and at all times shall be the exclusive property of the disclosing party, to be used by the receiving party only for the specific purposes expressly authorized by this Agreement. Upon the termination or expiration of this Agreement, or at the request of the disclosing party at any time, the receiving party shall promptly destroy all of its copies of such Confidential Information or return the same to disclosing party (in accordance with the disclosing party’s instructions), and shall, within thirty (30) days of such termination, expiration or receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the receiving party shall not retain any copies thereof. NO DISCLOSURE OF CONFIDENTIAL INFORMATION SHALL CONSTITUTE ANY REPRESENTATION OR WARRANTY REGARDING THE CONFIDENTIAL INFORMATION; ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS, AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR THE OTHER PARTY’S RELIANCE THEREON.

5. NON-CIRCUMVENTION; NON-SOLICITATION. As a material inducement to the delivery of the Confidential

Information to the Company, the Company and _____ agree that for so long as _____ is actively pursuing any business relationship, business transaction or proprietary business strategy disclosed to the Company or _____, neither the Company nor _____ shall, and shall cause each of its Affiliates not to, directly or indirectly, contact, solicit, pursue or otherwise engage in any activity in furtherance of any such disclosed business relationship, business transaction, or proprietary business strategy until such time as _____ has provided written notice to the Company that is has abandoned such business relationship, business transaction or propriety business strategy. The provisions of this paragraph 5 shall survive the termination of this Agreement.

6. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof. The term of this Agreement shall be for a period of 2 years unless sooner terminated upon written notice by one party to the other. The confidentiality obligations for Confidential Information of trade secret nature (as determined under applicable law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret, but in no event for a period shorter than that specified in the following sentence. The confidentiality obligations for all non-trade secret Confidential Information shall continue for a period of 2 years following termination or expiration of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and any invalid or unenforceable provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under applicable law while retaining to the

maximum extent possible the intent and economic benefit of the original provision consistent with applicable law. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Sole and exclusive jurisdiction for any dispute under this Agreement shall be the appropriate federal or state courts in Broward County, Florida. Each party is an independent contractor of the other and shall not be deemed to be an agent, partner, joint venture or franchisor-franchisee with the other for any purpose. Each party acknowledges that its breach of this Agreement may cause irreparable injury to the other party and that the other party may seek and obtain injunctive and other equitable relief against such breach. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in a mutually executed writing. Neither party shall disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other party, except as may be required by law. All notices under this Agreement shall be in writing and sent to the address listed herein (or to such different address as may be designated by a party by written notice to the other party), and shall be deemed to have delivered: (a) on the date personally delivered; (b) on the date mailed, postage prepaid by certified mail with return receipt requested; or (c) when sent via facsimile and confirmed to the parties' addresses. All notices to Palmetto Desgn Center shall be sent to the attention of Monte I. Greenberg, Director of Macken Companies. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single instrument. This Agreement may be delivered by facsimile.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

By: _____
Name: _____
Title: _____
Date: _____

COMPANY:
By: _____
Name : _____
Its : _____
Date: _____