



Harbour Equity Partners

*P.O. Box 291
Northport, NY 11768*

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT is made and entered into for good and valuable consideration by the undersigned parties on _____ of _____ 2007 the undersigned in their individual and representative capacity(s), with full represented actual authority, on behalf of their employees, employers, affiliates, subsidiaries, agents, and advisors, or any other persons and/or entities that they may be connected to or be in privity with, in consideration of the release of any confidential information to them, acknowledge that the identity of the disclosing party(s), their clients, affiliates, subsidiaries, joint venture(s), partnership(s), holding companies, agents, employees, owners, directors, officers, independent contractors, representatives and certain confidential information, records, reports, communications, studies, intellectual property, trade practices and secrets of the disclosing party, will be held in complete and strict confidence.

These disclosures will be given in secrecy and confidence for the purposes outlined further herein.

The purpose of this agreement is to protect the legal and economic rights and interests of the disclosing party in regard to certain proprietary information and property(s). The parties hereto acknowledge that the true spirit of this agreement is one of mutual trust and confidence, reliance on each other to do what is fair and equitable and to honor what has been agreed to between the parties. The parties hereto also agree that this agreement shall be interpreted in its broadest legal sense and that said is entered into with full corporate and individual capacity with full responsibility and each party agrees and undertakes voluntarily to waive and renounce any and all rights to immunity or privilege whether diplomatic, sovereign, or otherwise, so to enable the parties hereto to give full force and legal and/or equitable effect to the purpose and intent of this agreement. Said statement of confidentiality, non-disclosure, and non-circumvention is intended to create a fiduciary relationship and privity of contractual bond between the disclosing party and the receiving party, and any subsequent authorized or unauthorized licensee/recipient, transfer, exchange, distribution, or disclosure to any and all parties requires specific written authorization and permission. Any damages either remotely or proximately caused by the receiving party and/or any party that they either purposely or inadvertently convey said information are

stipulated to be actionable and imputed to the receiving party and by license and privity in regard to subsequent conveyance to any part in receipt of said information.

- 1) The receiving party agrees that (i) any Confidential Information disclosed hereunder shall be used by the receiving party solely for the purpose of evaluating the possible business transaction between the parties; (ii) any Confidential Information disclosed hereunder shall remain at all times the property of the disclosing party; and (iii) except as may be required by applicable law or legal process, it will not distribute, disclose, or disseminate such Confidential Information to anyone, except its employees or authorized agents (including employees of its parent, subsidiaries and affiliates) who have a need to know such Confidential Information for the purpose for which it is disclosed, unless and until such time as:
 - a) such Information is generally available to the public other than as a result of a breach of this agreement; or
 - b) such Information is already in the possession of the receiving party or its employees without restriction and prior to any disclosure hereunder and the receiving party can independently document such, or
 - c) such Information is or has been lawfully disclosed to the receiving party or its employees by a third party, not employed by or otherwise affiliated with the receiving party, who is free lawfully to disclose the same and the receiving party can independently document such; or
 - d) the applicable period of confidentiality pursuant to this agreement has ended.
- 2) The receiving party shall only provide internal access to the disclosed information and evaluation material to those employees, agents, accountants, attorneys, or professionals whose duties in connection with evaluation said information in the interest of the Receiving party in some manner requires all or part of the information disclosed and who agree to maintain such information in complete confidence:
- 3) The receiving party shall be required and hereby agree to disclose the identity of any and all parties to whom access to said information has been conveyed and granted and to fully assist and participate in any actions against said parties in regard to damages by said party or any actions in equity against them.
- 4) The receiving party hereby agree to take full responsibility for compliance requirements contained herein and to notice the disclosing party of any violations of this agreement or the purpose and intent of this agreement by any party.
- 5) In any action to enforce this agreement, the prevailing party shall be entitled to full indemnification of all attorney's fees and related costs and expenses in prosecuting or defending an action related hereto said shall include, but not be limited to, travel and maintenance expenses directly and/or indirectly related to any enforcement action in regard to said agreement.
- 6) The receiving party agrees to deliver any and all materials, including any notes and/or derivative information and work product to or produced and/or generated by them or related parties to the disclosing party upon request.

- 7) Any and all breaches of this agreement directly or indirectly shall be deemed harmful to the disclosing party.
- 8) Said agreement creates a fiduciary relationship between the parties of which the disclosing party is the beneficiary. Unless agreed to in writing, it is hereby agreed and presumed that the receiving party and/or any related and/or unrelated recipient in due course shall hold and maintain in safekeeping any economic and/or legal benefit(s) derived either directly or indirectly from the disclosure of said information. Said fiduciary duty and obligation, which may subject the receiving party to both civil, and/or criminal penalties upon violation of said fiduciary relationship.
- 9) The restraints and/or duties and obligations imposed upon the receiving party pursuant to this agreement is no greater than is reasonable to preserve and protect the legitimate business and property interests of the disclosing party, and that said restraint will not impose undue hardship on the receiving party, and that the violation of said restraint will be grossly unfair to and will irreparably harm and damage the disclosing party. The receiving party agrees that in addition to any other remedies that the disclosing party may seek to exercise that they may obtain an injunction from any court having jurisdiction in the matter restraining any violation of the restrictive covenants set forth in this agreement and no bond security shall be required in connection with such cause of action nor right to said is hereby waived.
- 10) The receiving party hereby acknowledges that they have no rights or interests in the information or materials disclosed, and have no right to detrimentally rely upon said in regard to any subsequent actions by themselves without the specific license and authorization of the disclosing party.
- 11) The receiving party hereby agrees not to circumvent the disclosing party in any of its business agreements with its clients, business partners, sources, financial relationships, financiers and subsidiary entities; and
 - a) The receiving party will conduct himself in such a fashion, as not to effect the contractual relationship between the disclosing party and its participants, or try to persuade any participant to cancel or not to do business with the disclosing party in the future; and
 - b) The receiving party warrants that he will not, at anytime circumvent the disclosing party and attempt or contact, deal with in any way, solicit the financial sources or clients of the disclosing party at any time, or in any manner, directly or indirectly, to the exclusion of the disclosing party and with the purpose to circumvent the involvement of the disclosing party and thus being to the detriment of the Disclosing party's business.
- 12) Said agreement shall remain in force and effect for the maximum period allowed by law or five years, whichever period is longer. It is also agreed that due to the global application and import of said information that there are no location or jurisdictional limitations in regard to the applicability and enforceability of said agreement and that said agreement shall be governed according to the laws of New York, county of Suffolk, and all causes of action shall be brought and maintained in this venue. At the sole discretion of the disclosing party, any claim of violation of this agreement may be submitted for binding Arbitration with notice.

- 13) Said agreement shall apply to any and all information previously supplied, either verbally or in writing, regarding the information disclosed to the receiving party.
- 14) The reason and purpose for the disclosure of said information is for:
 - a) Independent evaluation, and or;
 - b) Evaluation of potential for mutual activity and/or participation;
 - c) Providing supporting information, documentation, products, programs, or supports services.
- 15) The receiving party upon receipt and consideration of the disclosed information and propriety material and property shall notice the disclosing party of any conflicts of interest that they have or affirmatively notify the disclosing party in writing if any subsequent develop in regard to the disclosed information, proprietary material and property for the advancement, benefit, or detriment of any unrelated activity to the disclosing party.
- 16) Said agreement may only be changed or modified in writing by both Parties.
- 17) **Either party may be the disclosing party or the receiving party hereunder from time to time as the case may be.**

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

Company Name: _____

Participant

Signature

Print Name and Title

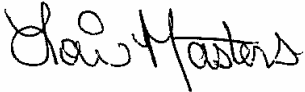
Participant

Signature

Print Name and Title

**Harbour Cove Properties DBA
Harbour Equity Partners**

Participant Lori Masters



Signature

Print Name and Title

CC: & Communications

Lori Master, Branch Manager lmasters@harbourcoveproperties.com
James Demetriou Esq. Branch Council atty@harbourcoveproperties.com