

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into and dated effective as of the ___ day of _____, 20__ (the "Effective Date") by and between Armored Knight Financial, LLC d.b.a. Armored Knight Technology, a Florida limited liability company (the "Company") and _____ (The "Affiliate"), with reference to the following facts:

A. WHEREAS, the Company has developed and will continue to develop with respect to the business and operation of the Company certain proprietary and confidential information and trade secrets (collectively referred to as "Proprietary Information"), whether or not patented, copyrighted or otherwise protected under any state or federal law, which the Company must keep confidential in order to maintain a competitive position and to preserve its value.

B. WHEREAS, the Affiliate acknowledges that the unauthorized disclosure of the Proprietary Information to any party could substantially impair and prejudice the ability of the Company to successfully continue to conduct its business;

C. WHEREAS, the Affiliate acknowledges that the misappropriation of any of the Proprietary Information may cause irreparable harm to the Company and the Affiliate agrees and understands that the unauthorized sale, use or disclosure of the Proprietary Information constitutes unfair competition;

D. WHEREAS, but for the execution of this Agreement by the Affiliate, the Company would not engage the services of the Affiliate pursuant to the terms of that certain affiliate agreement being executed concurrently herewith by and between the Company and the Affiliate (the "Affiliate Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals hereinabove set forth are acknowledged by the parties to be true and correct and are incorporated herein by reference.

2. Scope of the Parties. For purposes of this Agreement, any reference to a party shall be deemed to include (i) any of the party's directors, officers, partners, managers, members, shareholders, attorneys, accountants, professional advisors, employees, independent contractors and agents (ii) any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control by the party, and (iii) any person, corporation, partnership or other entity that is working with the party in a business combination, partnership, joint venture, profit sharing agreement, or any other similar business arrangement.

3. Definition of Proprietary Information.

(a) For the purposes hereof, the term "Proprietary Information" shall mean any and all communications, financial statements, documents, artistic designs, customer lists and records, business plans, supplier lists and records, sales and pricing information, vendor information, biographical information, market studies and analysis, marketing strategies, software programs, product information, asset information, transportation and distribution information, production and manufacturing techniques, procedures and/or processes, inventions, discoveries, concepts, formulae, know-how and/or ideas (whether or not patented or copyrighted, and whether or not patentable or copyrightable) and all other information, documents, items or communications disclosed by the Company to the Affiliate that would qualify as a "Trade Secret" as such

term is defined in Section 688.002(4) of the Florida Statutes; provided, however, that the term Proprietary Information shall not include any of the foregoing which:

(1) is or becomes generally available to the public other than as a result of a breach of this Agreement;

(2) was within possession of the Affiliate prior to it being furnished to the Affiliate by the Company;

(3) becomes available to the Affiliate on a non-confidential basis from a source other than the Company, provided that to the best knowledge of the Affiliate, such party is not bound by a confidentiality agreement with respect to such information; or

(4) was independently developed by the Affiliate without reference to the Proprietary Information provided hereunder.

(b) For the purpose of this Agreement, and without limiting the generality of the foregoing, the Proprietary Information of the Company shall be deemed to include any property of the Company consisting of any information, idea, pattern, compilation, data, list, document, memorandum, process, program, device, method, technique, formula or improvement, whether patentable or not, relating to the business of the Company which derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, such as: (i) customer lists, including, but not limited to, identity, contacts, decision makers, contract terms, service requirements, needs and preferences history, credit history, and pricing; (ii) customer files, records, tapes and other media; (iii) business plans, strategic planning documents and studies; (iv) custom or specialized market research techniques; (v) information regarding the abilities and expertise of employees and contractors of the Company and their compensation; (vi) research, designs and development pertaining to past, existing and future products and services; (vii) marketing strategy and activities whether past, current or projected, including, but not limited to, proposals and bids to customers and prospects, strategic data including marketing and development plans, business plans, forecasts and forecast assumptions, and future plans and potential strategies of the Company which have been or are being discussed; (viii) computer technology, systems, programs, source codes, object codes, and database (including but not limited to computer software in various states of development); (ix) product and software designs, concepts and functionality (including but not limited to proposed, contemplated and possible future products); (x) pricing (including price lists), billings, budgets, forecasts, accounting, selling, marketing, costs, profits, sales (including but not limited to sales history, terms and conditions); (xi) vendor, source, and strategic partners, including without limitation their identity, contacts and decision makers, contracts, and financial and legal dealings; (xii) financial and legal affairs of Company; and (xiii) any of the above types of information which may have been developed by and given to the Company by its customers, suppliers, vendors or other third parties.

4. Review of Proprietary Information and Limited Use. In the course of the engagement by the Company of the services to be provided by the Affiliate under the terms of the Affiliate Agreement, the Affiliate will be given access to and will become acquainted with certain Proprietary Information. The Affiliate expressly agrees that the Affiliate will use the Proprietary Information solely for the purpose of fulfilling its obligations and duties under the Affiliate Agreement, and strictly in accordance with the terms of this Agreement. Further, the foregoing obligations upon the Affiliate shall continue perpetually notwithstanding any termination or expiration of this Agreement and/or the Affiliate Agreement.

5. Disclosure of Proprietary Information. The Affiliate hereby expressly agrees as follows:

(a) The Affiliate shall not, at any time or in any manner or fashion, either directly or indirectly, without the prior written agreement of Company:

(1) use, derive a benefit from or otherwise claim any proprietary interest in the Proprietary Information;

(2) divulge, disclose or communicate to any third party or entity whomsoever any of the Proprietary Information;

(3) make any statement, public announcement or any release to trade publications or to the press or make any statement to any competitor, customer or any other third party:

(A) regarding the Proprietary Information, except as may be required by a court of competent jurisdiction in order to comply with the requirements of any law, governmental order or regulation; or

(B) regarding (i) the existence of this Agreement, (ii) the existence of the Affiliate Agreement or (iii) the fact that the Proprietary Information is being made available to the Affiliate;

(b) The Affiliate shall take all reasonable action which shall be necessary or appropriate to prevent the unauthorized use and disclosure of the Proprietary Information, and to protect the interests of the Company in and to the Proprietary Information.

(c) The Affiliate shall immediately notify the Company in writing upon the discovery of any loss or unauthorized disclosure of the Proprietary Information.

6. Further Obligations of Affiliate. Except as the Affiliate shall be expressly required or authorized in order to discharge the obligations and duties under the Affiliate Agreement, the Affiliate further promises, covenants and agrees that:

(a) The Affiliate will not make or cause to be made any copies, pictures, duplicates, facsimiles, or other reproductions or recordings of any Proprietary Information and other information designated as confidential;

(b) The Affiliate will not remove any Proprietary Information from the Company's premises;

(c) The Affiliate will return any and all Proprietary Information in its possession to the Company promptly upon being requested to do so by the Company, or upon termination or expiration of the Affiliate Agreement, whichever should first occur.

7. Term. The duties and obligations of the Affiliate hereunder shall commence on the Effective Date and shall continue perpetually thereafter.

8. No Rights or Licenses Granted Under this Agreement. The Affiliate agrees that nothing contained in this Agreement shall be construed as granting to the Affiliate any property rights, by license or otherwise, to any of the Proprietary Information disclosed pursuant to this Agreement or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue, based

on such Proprietary Information. Furthermore, the Affiliate acknowledges, agrees and understands that the unauthorized sale, use or disclosure of the Proprietary Information shall constitute unfair competition.

9. Remedies. The Affiliate acknowledges, understands and agrees that Proprietary Information is of a special, unique, extraordinary and intellectual character which gives it a potentially immeasurable pecuniary value, and that any unauthorized disclosure or use thereof may cause the Company immediate and irreparable harm, injury and damage. Therefore, in the event of any actual or threatened violation of this Agreement by the Affiliate, the Company shall be entitled to seek and obtain a restraining order or an injunction, without the necessity of posting a bond therefore, restraining or enjoining such action or threatened action by the Affiliate. Such remedy shall be in addition to, and not a limitation upon, any other remedy which may otherwise be legally available to the Company, including but not limited to, a remedy of damages for the breach of the terms of this Agreement occasioned by, as applicable, the Affiliate.

10. Prior Information. The Affiliate agrees that any Proprietary Information disclosed by Company to the Affiliate prior to the execution of this Agreement shall be deemed Proprietary Information hereunder and shall be subject to the terms of this Agreement.

11. Return of Information. Unless the Company otherwise agrees in writing, all Proprietary Information along with all other documents, memoranda, notes and all other writings whatsoever prepared by the Affiliate based on or arising out of the Proprietary Information shall be returned to the Company (without retaining any copies, notes, summaries or extracts thereof) within ten (10) days from receipt of a demand therefore by the Company; provided, however, that in the case of any information prepared by the Affiliate, the Affiliate may, in the alternative, destroy such information and, thereafter, supply the Company with written certification and verification of its destruction.

12. Relationship of Parties. Nothing contained in this Agreement shall authorize, empower, or constitute the Affiliate as an agent of the Company in any manner; authorize or empower the Affiliate to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of the Company; or authorize or empower the Affiliate to bind the Company in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the Company. Nothing contained in this Agreement or in the relationship between the Affiliate and the Company, created by this Agreement, shall be deemed to constitute a partnership, joint venture or any other relationship.

13. Miscellaneous.

(a) Attorneys' Fees. In the event of a dispute with reference to this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) in any arbitration or litigation proceeding in connection therewith shall be entitled to receive reasonable attorneys fees and costs incurred in the resolution of such dispute at all levels, including appeals.

(b) Authorization. The parties signing this Agreement on behalf of the Company and the Affiliate, as the case may be, represent that such parties are fully authorized by the Company and the Affiliate, as the case may be, to do so.

(c) Binding Effect. This Agreement, and any amendments hereto made in accordance herewith, shall be binding upon the parties hereto, their legal representatives, assignees and creditors and all other persons with notice or knowledge of this Agreement, whether such notice is constructive or actual.

(d) Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original instrument, but all such counterparts together will constitute but one and the same agreement.

(e) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and no amendment, modification or waiver of any paragraphs or provisions thereto shall be valid unless undertaken in conformity with this Agreement and unless in writing and signed by all parties hereto.

(f) Facsimile/Electronic Execution. Signatures on counterparts of this Agreement transmitted by facsimile or by electronic means are hereby authorized and shall be acknowledged as if any such signature included on any such counterpart and so transmitted was an original execution.

(g) Governing Law. This agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Florida, United States of America, without regard to principals of conflict of law and irrespective of the fact that one or more parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country.

(h) No Implied Waivers. The failure of either party to require the performance by the other party to any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

(i) Severability. If any paragraph or provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions hereof, all of which paragraphs and provisions and portions thereof are hereby declared severable.

(j) Titles and Captions. The titles and captions of the paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(k) Venue/Jurisdiction. In the event of the institution of any such action, suit or proceeding, each of the parties hereto hereby consents to the exclusive jurisdiction and venue of the courts of the State of Florida and the United States District Court for the 11th District with respect to any matter relating to this Agreement and the performance of the obligations of the parties hereunder, and each of the parties hereto hereby further consents to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of either of the parties hereto relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts. The parties hereby agree that service of process may be made in any manner permitted by the rules of such courts and the laws of the State of Florida.

(Signatures appear next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the Effective Date.

The Company:

Armored Knight Financial, LLC, a Florida limited liability company

By: _____

Name: Ricky Lopez

Title: C.O.O.

The Affiliate:

By: _____

Name: _____

Title: _____

