



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (the "Agreement") is made this ____ day of ____ 20__ by Catalyst Financial LLC. ("Catalyst" and/or the "Party") a New York limited liability company located at 225 N.E. Mizner Boulevard, Suite 400, Boca Raton, FL 33432 and _____ ("The Company" and/or the "Party") located at _____ and incorporated in the state of _____.

Discussions may begin between the undersigned parties which could ultimately lead to a future business relationship. In connection with such discussions it may become necessary for the parties to make detailed information regarding their finances, business plans, operating systems, technology and operations (the "Evaluation Material") available to the other Party and its representatives.

It is of critical importance to each Party that neither this information nor the fact that discussions are being conducted be disclosed to anyone except those individuals having a need to be familiar with the transaction because of their roles in the negotiations.

Therefore, the undersigned agree as follows:

1. Each Party agrees to treat the Evaluation Material furnished to it by the other Party on a confidential basis and recognizes and acknowledges the competitive value and confidential nature of the Evaluation Material and that damage could result to the other Party if the information contained therein is disclosed to any third party.

2. Each Party agrees that the Evaluation Material will be used solely for the purpose of the discussions being conducted between the parties and agrees that it will not disclose any of the Evaluation Material to any third party without the prior written consent of the disclosing Party; provided, however, that the Evaluation Material may be disclosed to representatives who need to know such information for the purpose of evaluating a possible business relationship and to agree to keep such information confidential and be bound by this Agreement to the same extent as if they were parties hereto. Each Party further agrees that it will not permit, use, or permit others to use, any of the Evaluation Material other than for the purposes described above, and should the Evaluation Material come into the possession of any third party, subject to the provisions of paragraph 7, below, it will be deemed to have been in violation of this Agreement.

3. None of the undersigned nor any of their agents or employees will disclose any information made known to them or the identity of any Party learned as a result of any talks, negotiations or contacts in connection with the intended transaction.
4. No information whatsoever with respect to the affairs of any Party which is disclosed by either Party in connection with the negotiations or with respect to the existence of the negotiations shall be disseminated to anyone except the other Party and its attorneys, accountants or business advisors who are directly involved in the negotiations, without the providing Party's advance written consent.
5. In the event the discussions terminate unsuccessfully, all information and documents which have been provided by either of the parties shall forthwith be returned to the Party who provided the information or documents and all copies of such information in the hands of the Party to whom such information or documents were provided shall forthwith be destroyed and the Party to whom such information or documents were provided shall not use any such information which is not public knowledge.
6. No customer, dealer, supplier or employee of either Party shall be contacted by the other Party or the Party's attorney, accountant or business advisor without advance consent. Each Party's attorney, accountant or business advisor shall refrain from visiting the physical facilities of the other Party without first obtaining advance consent.
7. In the event that either Party or its representatives are requested at any proceeding to disclose any Evaluation Material, the Party receiving such request will provide to the other Party prompt notice of such request so that protective action may be taken. If, in the absence of a protective order, one Party is compelled by law to disclose confidential information, the Party required to disclose such information may disclose the information in the required proceedings without any liability hereunder; provided, however, that such Party provides written notice to the other Party of the information to be disclosed as far in advance of its disclosure as practical and, at the request of the other Party and at its expense, use best efforts to obtain assurances that confidential treatment will be afforded to such information.
8. Neither Party nor its representatives will have any obligations hereunder with respect to any confidential information to the extent that such information: (a) has been made public other than by the acts of the receiving Party or its representatives in violation of this Agreement or (b) becomes available to such Party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis.
9. This Agreement is expressly not intended to contemplate a creation of a contractual relationship between the parties with respect to any matter which is the subject of this Agreement; rather this Agreement is intended to permit and enhance negotiations leading to a direct business relationship between the parties.
10. Each Party agrees to refrain from any solicitation of key management and personnel of the other Party for the purposes of employment for a period of three years from and after the date of this Agreement.
11. Each Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the other Party, and that, in addition to all other remedies, each

Party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and each Party further agrees to waive, and cause its representatives to waive, any requirement for securing or posting any bond in connection with such remedy.

12. No failure or delay by either Party or its representatives in exercising a right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

13. The laws of the State of Florida will apply for the terms of this Agreement. Each Party hereto consents to the personal jurisdiction by the State of Florida and voluntarily submits to the local jurisdiction of the courts of Palm Beach County, Florida in any action or proceeding with respect to this Agreement, including the federal district courts of such state.

14. This Letter Agreement is binding on each of the parties and their successors and will inure to the benefits of the successors of each Party. Neither Party may assign its rights hereunder without consent of the other Party. The prohibitions contained in this Agreement will remain in effect until specifically released in writing or until the confidential information (or that portion of it which is disclosed) becomes generally available to the public otherwise than through breach of this Agreement.

15. This Agreement applies to any and all transactions entertained by the signatories including subsequent follow up, repeat, extended or renegotiated transactions, as well as to the initial transaction or negotiation regardless of the success of any such negotiations.

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

Catalyst Financial, LLC

X _____

X _____

Name: _____

Name: _____