

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") dated and effective _____, 20____(the "Effective Date"), is between Wilson & Company, Inc. as Contractor for _____
_____ and _____
_____, (hereafter known as "Supplier").

Wilson & Company, Inc wishes to consider Supplier as a supplier of Construction Services (hereinafter "Products/Services") and therefore, it may be necessary and desirable for Wilson & Company, Inc.'s Client to disclose to Supplier certain information relating to its business that Wilson & Company, Inc.'s Client considers proprietary and confidential.

All information and documents given to Supplier by Wilson & Company, Inc. shall be considered either proprietary or confidential, whether or not marked as such, and shall be subject to the terms of this Agreement.

THEREFORE, in consideration of Wilson & Company, Inc. making confidential information available to Supplier, the parties agree as follows:

1. Supplier Obligations

- (i) Supplier warrants that it shall retain all information belonging to Wilson & Company, Inc.'s Client in strictest confidence and shall neither use it nor disclose it to a third party, other than its employees having a need to know, without the explicit written permission of Wilson & Company, Inc.'s Client.
- (ii) Supplier shall limit the number of copies made of such information to those necessary and shall affix a legend as to confidentiality or secrecy on each copy.
- (iii) Supplier shall require its employees to whom confidential information has been disclosed to keep it in strictest confidence.
- (iv) Notwithstanding anything to the contrary, Supplier may disclose information received under and subject to this Agreement to a third party including advisors, consultants, or subcontractors, so long as such third party is under a contractual obligation to Supplier to maintain the confidentiality of such information and such disclosure is reasonably necessary to further the purpose of this Agreement.

2. For purposes of this Agreement, proprietary and confidential information shall include all internal business practices, software, information contained on networks, LANs, computers or other magnetic or optical media, devices, concepts, prototypes, inventions (some of which may be patentable), patent applications, designs, know-how, plans for development of new technology, procedures, informational plans, strategies, business records, including but not limited to information concerning members, providers, reimbursements, rates, products, pricing, the identity of Wilson & Company, Inc 's Client customers, any and all data identifying Wilson & Company, Inc 's Client customers either individually or as a group, including but not limited to,

claims, rating, health information, and identifiable nonpublic personal information, Wilson & Company, Inc.'s Client methods of doing business, and financial information regarding Wilson & Company, Inc.'s Client customer contracts, both detailed information and the basic nature of the information, and contracts or business methods, in any form whatsoever.

3. The parties recognize that irreparable harm can be occasioned to Wilson & Company, Inc.'s Client by disclosure of information relating to its business and any violation of this Agreement shall entitle Wilson & Company, Inc.'s Client to injunctive relief in addition to, and not in lieu of, any damages to which Wilson & Company, Inc.'s Client may be entitled. If confidential property or proprietary information is disclosed to a third party, Supplier shall provide all reasonable assistance to Wilson & Company, Inc.'s Client in obtaining retrieval of the information and shall hold harmless and indemnify the Wilson & Company, Inc.'s Client from any claims, actions or suits arising out of the violation of this Agreement.

4. Notwithstanding anything to the contrary, Supplier shall have no obligation to preserve the confidentiality of any information which:

- (i) has been previously published or is now or becomes public knowledge through no fault of Supplier;
- (ii) at the time of disclosure is already in the lawful possession of Supplier;
- (iii) was made available to Supplier without restriction on disclosure by a third party not under obligation of confidentiality with respect to the disclosed information;
- (iv) is independently developed by Supplier;
- (v) constitutes know-how which in ordinary course becomes indistinguishable from the know-how of Supplier;
- (vi) the communication is in response to a valid order by a court of competent jurisdiction or otherwise required by law.

5. At the termination of the relationship requiring the disclosure of proprietary and confidential information, Supplier shall promptly, upon the request of Wilson & Company, Inc.'s Client, destroy all documents or other matters furnished hereunder constituting or containing proprietary or confidential information (including all electronic information or images of same), without retaining any copy thereof. Supplier shall certify in writing to Wilson & Company, Inc.'s Client that all proprietary and confidential information which had been disclosed to Supplier hereunder has been destroyed.

6. Supplier will not disclose to Wilson & Company, Inc.'s Client any information that Supplier considers to be confidential or proprietary to Supplier or which Supplier has reason to believe is confidential or proprietary to any third party.

7. No license under any patent rights or other proprietary interests is expressly or impliedly granted by this Agreement.

8. This Agreement and any information disclosed hereunder shall be subject to the export control laws and regulations of the United States, and Supplier agrees not to disclose or use any information received hereunder contrary to such laws and regulations.

9. This Agreement is limited to terms and conditions governing the disclosure and use of confidential information and no commercial relationship or obligation between the parties is expressly or impliedly created hereby.

10. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflict of law principles. The parties agree that the courts the State of Florida, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement and each party hereby irrevocably consents to the jurisdiction of such courts for the limited purposes stated herein. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

11. This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and/or subsidiaries of the parties with respect to the same subject matter hereof. There are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein.

12. This Agreement shall expire one (1) year from its effective date. Expiration of this Agreement, however, shall not alter the rights and obligations of the parties arising under this Agreement prior thereto, which shall continue for any applicable statute of limitations period(s).

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this instrument to be duly executed as of the Effective Date.

ACCEPTED BY SUPPLIER

BY:

Signature

Printed Name

Title

Date