

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is made as part of your registration for Taylor Business Group LLC, a Florida Company's ("Company" or "Taylor Business Group") Client Relationship Management workshop.

**BACKGROUND**

- A. The Company and our members possess certain information that it considers to be secret and confidential and a commercial asset of considerable value to such party. Such information is further defined in this Agreement as "Confidential Information."
- B. The Company and our members are each willing to disclose to the attendees Confidential Information on the condition that the receiving party does not disclose such Confidential Information to any third party nor make use thereof in any manner. The Company and our members may sometimes be referred to as the "disclosing party" or the "receiving party" as the context requires.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitations, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the disclosing party and attendees do hereby agree as follows:

1. **Definition:** "Confidential Information" means any and all technical, trade secret, or business information of either party, whether in written, electronic, or oral form, and including without limitation, financial and technical information, business and marketing strategies and plans, experience and know-how, product development information, and customer information and client data, which is marked or otherwise identified as "Confidential" or which is, by its nature, the type of information that a prudent business person would maintain as confidential whether or not marked as confidential. "Confidential Information" shall further include any and all proprietary software programs or technology disclosed by either party to the other, including any and all source code, object code, intellectual property, documentation, diagrams, developments, drawings, specifications, unique products and services to Parties, unique industry financial metrics and systems and/or client portals, trademark(s) and/or copyright(s), data and designs relating thereto (collectively, "Software Programs").
2. **Duty Not to Use or Disclose:** Each party acknowledges that the Confidential Information of the other party is confidential and proprietary, that it constitutes trade secrets of the disclosing party, and that it is of great value and importance to the success of the disclosing party's business. The receiving party agrees to use reasonable efforts (meaning efforts not less than those the receiving party employs to protect its own most confidential and proprietary information), to safeguard the Confidential Information of the disclosing party, and to prevent the unauthorized, negligent or inadvertent disclosure thereof. The receiving party shall not, without the prior written approval of the disclosing party, directly or indirectly, disclose the Confidential Information of the disclosing party to any person or business entity except for a limited number of employees, attorneys, accountants and other advisors of the receiving party, on a need-to-know basis. Neither party shall reverse engineer, decompile, disassemble, or modify any Software Programs of the other party or copy any Software Programs of the other party without the express prior written consent of the disclosing party.
3. **Duty to Return or Destroy:** Each party shall, upon the written request of the other, promptly: (a) return to the disclosing party any and all Confidential Information of the disclosing party together with any copies or reproductions thereof; and (b) destroy any notes, memoranda or other documents concerning the Confidential Information of the disclosing party and provide a certificate from an officer of the receiving party certifying to the disclosing party that all such items have been returned or destroyed. Notwithstanding the foregoing, to the extent the receiving party has incorporated Confidential Information of the disclosing party into any internal record of the receiving party which must be retained by the receiving party as a matter of law or generally accepted accounting principles, the receiving party shall not be required to destroy such records or remove the Confidential Information from such internal records, but it shall continue to keep such records confidential and when such records are no longer required by law or accounting principles to be retained, the receiving party shall promptly destroy such records as required by this paragraph.
4. **Exclusions:** Neither party shall have any obligations under this Agreement with respect to any information that is independently developed by the receiving party as evidenced by records maintained by the receiving party in the ordinary course of its business or communicated to a third party by the receiving party with the express written consent of the disclosing party.
5. **Legally Compelled Disclosure:** In the event that the receiving party becomes legally compelled to disclose any Confidential Information of the disclosing party, the receiving party will provide the disclosing party with prompt notice so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement as to such disclosure. Whether or not such a protective order or confidentiality agreement is obtained, the party compelled to make a disclosure will furnish only that portion of the Confidential Information as is necessary to comply with the legal requirement and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.
6. **No Representatives or Warranties:** All confidential information, is provided "as is". Neither party makes any warranty, express or implied, regarding the confidential information, including its accuracy or completeness.
7. **Remedy:** Each of the parties has entered into the undertakings contained in this Confidentiality Agreement in order to induce the other party to reveal to it Confidential Information and with the understanding that such other party shall be entitled to enforce this Confidentiality Agreement through any remedy available to it at law or in equity, without the need for posting a bond or proof of actual damages.
8. **Modification of this Agreement:** This Agreement contains the entire understanding of the parties on the handling and protection of Confidential Information, and may not be modified or altered by oral agreement or by the practices of the parties; this Agreement can be modified only in a writing signed by the authorized representatives of the parties, who shall affix the indicia of authority (e.g. corporate authorization to sign a modification) upon demand of any other party.
9. **Survival:** The obligations of the parties under this Agreement shall survive indefinitely. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
10. **General:** This Agreement shall be governed by the laws of the State of Florida, without application of principles of conflicts of laws, and the federal and state courts located in the State of Florida shall be the sole jurisdiction and venue for any disputes arising hereunder. Notices under this Agreement will be effective only if in writing and upon receipt if delivered personally or by overnight mail carrier, or three (3) days after deposit in the U.S. mail, first-class postage prepaid. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.
11. **Execution:** This Agreement is executed upon completion of registration for the workshop.