

RECIPROCAL NON-DISCLOSURE AGREEMENT

This Reciprocal Non-Disclosure Agreement ("Agreement"), by and between Custom Assurance Placements, Ltd., a South Carolina S-Corporation, with principle place of business at 2700 Middleburg Drive, Suite 219B, Columbia, South Carolina, USA 29204 (hereinafter CAP) and the below listed Company/Facility (hereinafter Company), (each a "Party" and collectively, the "Parties") is made as of the date set forth below (the "Effective Date").

Name of Company / Facility:		Telephone Number (Include Country Code):
Business Type:		Web-site Address:
Street Address #1:		Responsible Contact Name:
Street Address #2:		E-Mail: (for enrollment notifications and for general communication, if 2 please specify)
City:	Postal Code:	Effective Date:
Country:		Additional Information:

BACKGROUND

The Parties intend to discuss certain matters from time to time ("Opportunity" or "Opportunities"). In connection therewith, the Parties may disclose certain confidential and proprietary information to each other in order for each Party to evaluate an Opportunity. The Parties desire to establish the terms under which each Party will disclose such confidential and proprietary information. For purposes of this Agreement, "Affiliate" means any entity controlling, controlled by, or under common control of either "Party".

In consideration of the mutual promises and covenants contained in this agreement and the mutual disclosure of confidential information, the parties hereto agree as follows:

1. Definition of Confidential Information. "Confidential Information" means all proprietary, secret or nonpublic information that either Party discloses ("Disclosing Party") to the other Party ("Receiving Party") either before or after the Effective Date. Confidential Information may include, but is not limited to, information in tangible or intangible form relating to and/or including:

- a. products, plans, planning information, marketing or promotion plans or strategies, financial information, pricing, operations, vendor relationships, customers or customer relationships, customer profiles, sales estimates, business plans or practices, trade secrets and internal performance results relating to the past, present or future business activities of a Party, Affiliates or any of their customers or third party vendors;
- b. any scientific or technical information, design, process, procedure, formula, methodology or improvement that is commercially valuable and not generally known to the public;
- c. all documentation, reports, data, specifications, computer hardware or software, computer programs, source code, object code, flow charts, mappings, interfaces, databases, inventions, engineering and laboratory notebooks, drawings, diagrams, schema, prototypes and models, and any other tangible manifestation (including data in computer or other digital format) of any of the foregoing, whether or not patentable or copyrightable; or

d. all proprietary, secret or confidential information relating to either Party and Affiliates, and their operations, employees, products or services, any information relating to any customer or potential customer and all personal data, including all personally identifiable information relating to employees of CAP and Affiliates or their clients and any individual consumer customer of such clients (collectively referred to as "Personal Information").

Company understands and acknowledges the sensitivity and confidentiality of Personal Information which may be contained in Confidential Information received from CAP and Affiliates, and that such information may be obtained from clients of CAP and Affiliates who are subject to the Gramm-Leach-Bliley Act, the Healthcare Insurance Portability and Accountability Act, the European Data Protection Directive and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). In addition to its other obligations under this Agreement, Company acknowledges the protections afforded by Privacy Laws to Personal Information and agrees to comply with all legal and contractual requirements relating to the privacy and confidentiality of Personal Information applicable to it in the performance of its obligations under this Agreement.

2. Confidentiality Obligations. Except as expressly authorized by prior written consent of Disclosing Party, Receiving Party shall:

- a. use all Confidential Information received by Receiving Party solely for purposes of discussing the Opportunity and for no other purpose whatsoever; and
- b. limit access to any Confidential Information received only to the employees and/or contractors of Receiving Party who have a need to know and only for use in connection with the Opportunity; and
- c. advise those employees and/or contractors having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement; and
- d. take appropriate action by agreement with those employees and/or contractors having access to the Confidential Information to fulfill its obligations under this Agreement; and
- e. safeguard all Confidential Information received by using a reasonable degree of care, but not less than the degree of care used by Receiving Party in safeguarding its own similar information or material; and
- f. not disclose the existence of the discussions of the Opportunity to any third party.

Upon the request of Disclosing Party, Receiving Party shall collect and surrender (or confirm the destruction or no recoverable data erasure of) all originals, copies, reproductions and summaries of Confidential Information and all other tangible documents or materials (and all copies of same, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, and such destruction shall be certified in writing to Disclosing Party by an authorized officer of the recipient supervising such destruction. Receiving Party will notify Disclosing Party immediately upon discovery of any such lost or altered Confidential Information, any breaches of its information security systems or attempts to penetrate such systems, and will bear the cost of reproduction or any other remedial steps necessary or advisable to address the security breach.

3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use contained in this Agreement shall not apply to any Confidential Information that:

- a. is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; or
- b. was lawfully received by Receiving Party from a third party free of any obligation of confidentiality owed to Disclosing Party; or
- c. was already in the lawful possession of Receiving Party prior to receipt thereof from Disclosing Party; or

d. Receiving Party is required to disclose in a judicial or administrative proceeding, or as otherwise required to be disclosed by law. Receiving Party agrees to provide as much advance notice of the possibility of such disclosure as practicable so Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or

e. is disclosed by Receiving Party in accordance with prior written approval of Disclosing Party.

4. Rights in Confidential Information. This Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to Receiving Party and no license is hereby granted to Receiving Party, by estoppel or otherwise, under any patent, trademark, copyright, trade secret or other proprietary rights of Disclosing Party. Title to the Confidential Information shall remain solely in Disclosing Party.

5. Breach and Equitable Relief. In the event of any breach of this Agreement, the Parties agree that the non-breaching Party may suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching Party may be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the Parties agree that the non-breaching Party shall be entitled to temporary, preliminary and permanent injunctive relief against the breaching Party, its officers or employees, in addition to such other rights and remedies to which it may be entitled at law or in equity.

6. Relationship. This Agreement does not create a joint venture or partnership between the Parties, and neither Party is obligated to enter into any further contract or business relationship with the other.

7. Term. This Agreement commences on the Effective Date and shall continue for a period of five (5) years following termination or expiration of all Opportunities between the Parties; provided, however, with respect to Personal Information and information of or regarding Disclosing Party’s clients and customers of such clients, Sections 1 through 5 shall continue until such information is not considered Confidential Information pursuant to Section 3.

8. General. This Agreement, its validity, construction and effect will be by the laws of the State of South Carolina excluding its conflicts of law rules. This Agreement supersedes any and all prior or contemporaneous understandings and agreements between the Parties with respect to the subject matter of this Agreement and is the complete and exclusive statement thereof. This Agreement can only be modified by a written amendment executed by the Parties. Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. This Agreement is personal in nature, and neither Party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other Party, which consent may be withheld in such Party’s sole discretion.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Company Name:	Company Name: Custom Assurance Placements, Ltd.
By:	By: Tracy Simons
Signature:	Signature:
Title:	Title: President
Date:	Date: