Non-Disclosure Agreement

This Non Disclosure Agreement ("Agreement") is made and effective _____ by and between Fact Business and Realty, Inc. and the Clients it represents (collectively referred to as “FBRI”) and _____ ("Recipient").

1. **Confidential Information**. FBRI proposes to disclose certain confidential information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, specifications, manuals, business plans, marketing plans, financial information, and other information disclosed or submitted, in writing, orally, or by any other media, to Recipient by FBRI.

2. **Recipient's Obligations**.

A. Recipient agrees that the Confidential Information is to be considered confidential to FBRI and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with FBRI, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from FBRI to any other party whatsoever except with the specific prior written authorization of FBRI.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of FBRI, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

3. **Term**. The obligations of Recipient herein shall be effective from the date this Agreement is signed, for a period of (2) years.

4. **Other Information**. Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement.

5. **Governing Law and Equitable Relief.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, FBRI may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect FBRI against any such breach or threatened breach.

6. **Final Agreement**. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

7. **No Assignment**. Recipient may not assign this Agreement or any interest herein without the FBRI express prior written consent.

8. **Severability**. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

9. **Notices**. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to FBRI:

Frank J. Thomas
1166 Kersfield Circle
Heathrow, FL 32746

If to Recipient:

_____

_____

_____

10. **No Implied Waiver.** Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

11. **Headings**. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESSWHEREOF, the parties have executed this Agreement as of the date first above written.

_____ _____

Recipient Signature Recipient Signature

_____ _____

Recipient Printed Name Recipient Printed Name