

## PROPRIETARY INFORMATION AGREEMENT

Effective as of the last date of execution written below, SINTAVIA, INC. (“SINTAVIA”), a Delaware corporation, with offices at 6545 Nova Drive, Suite 207, Davie, FL 33317, USA, and \_\_\_\_\_ (“Recipient” with SINTAVIA, the “Parties”), a \_\_\_\_\_, with offices at \_\_\_\_\_, agree to the following terms and conditions for the protection, use and disclosure of Proprietary Information.

1. Purpose. In order that the Parties may discuss one or more business opportunities that may be of interest to them, making it necessary or desirable to exchange, disclose, or permit access to the Proprietary Information to discuss concepts, this Agreement provides for the protection against unauthorized use and disclosure of Proprietary Information that may be disclosed by each Party relating to a potential transaction involving SINTAVIA and Recipient:

By SINTAVIA: Proprietary Information relating to business, financial, marketing and/or technical data related to Recipient.

By Recipient: Proprietary Information relating to business, financial, marketing and/or technical data related to SINTAVIA.

2. Identification of Proprietary Information. To the extent that information is transmitted by the disclosing Party to the receiving Party, and the disclosing Party deems such information proprietary, such information shall be protected under the terms of this Agreement: (a) if it is disclosed in writing, and the disclosing Party marks it on its face as proprietary; or, (b) if it is disclosed orally or visually, and the disclosing Party identifies it as proprietary at the time of disclosure and then reduces it to writing, marks it as proprietary, and delivers it to the receiving Party within fifteen (15) days of the non-written disclosure; or, (c) if it is disclosed by electronic transmission (e.g., facsimile, electronic mail, etc.) in either human readable form or machine readable form, and the disclosing Party marks it electronically as proprietary within the electronic transmission, such marking to be displayed in human readable form along with any display of the Proprietary Information; or, (d) if it is disclosed by delivery of an electronic storage medium or memory device, and the disclosing Party marks the storage medium or memory device itself as containing Proprietary Information and electronically marks the stored information as proprietary, such marking to be displayed in human readable form along with any display of the Proprietary Information. The disclosing Party shall mark the information as proprietary by an appropriate legend, stamp, or other marking. Information not in fact proprietary to the disclosing Party (or to another for which the Party is acting) shall not be so claimed or marked, and the Parties shall endeavor to keep to a minimum the amount of Proprietary Information disclosed hereunder.

3. Disclosure/Receipt Responsibility. Each Party agrees to designate in writing a specific individual as the point of contact for disclosing and/or receiving written Proprietary Information transmitted between the Parties.

4. Protection of Proprietary Information. The receiving Party shall use Proprietary Information received from the disclosing Party under this Agreement only in support of the purpose stated in paragraph 1, and shall preserve and protect such information from disclosure to any person or persons, other than employees of the corporation or company with a need to know, through an exercise of care equivalent to the degree of care it uses to preserve and protect its own Proprietary Information, but, in any

event, with no less than a reasonable standard of care for protection. Upon termination of this Agreement, the Proprietary Information received hereunder may be retained by the receiving Party for archival purposes only or, at the request of the disclosing Party, returned or destroyed and a certificate of destruction provided to the disclosing Party. However, if the Proprietary Information is retained by the receiving Party it must be protected in perpetuity against unauthorized use or disclosure unless the disclosing Party indicates otherwise in writing. Use of the Proprietary Information after termination of this Agreement is prohibited. This provision shall survive termination of this Agreement.

5. Exceptions to Liability for Disclosure. A receiving Party shall not be liable to a Party claiming a proprietary interest for disclosure of Proprietary Information if the same: (a) is, at the time of disclosure, already in, or later falls into, the public domain through no act or omission on the part of the receiving Party, its directors, officers, employees, or agents; or, (b) was known to the receiving Party at the time of disclosure; or, (c) is disclosed with the prior written approval of the Party claiming the proprietary interest; or, (d) is independently developed by the receiving Party subsequent to its receipt, as substantiated by reasonable documentation; or, (e) is in the possession of the receiving Party or is later obtained by the receiving Party in writing and without any restrictions on further disclosure from a third party which was legally entitled to disclose same and which did not acquire same from the Party claiming the proprietary interest; or, (f) is not identified as proprietary; or, (g) is disclosed as required by judicial action, provided the Party claiming the proprietary interest is promptly notified and afforded an opportunity to prevent such disclosure.

6. Duration and Termination. This Agreement shall terminate three years after the effective date herein, unless sooner terminated by a Party by giving thirty (30) days written notice to the other Party. Termination shall not, however, affect the rights and obligations contained herein with respect to Proprietary Information supplied hereunder prior to termination. In such case, or thereafter at any time prior to the expiration of the period of protection provided in paragraph 4, each Party shall either return to the disclosing Party or destroy all Proprietary Information received under this Agreement, as may be requested in writing by the disclosing Party.

7. Licenses. Neither the execution of this Agreement nor the furnishing of any information hereunder shall be construed as granting, either expressly or by implication, or otherwise, any license under any invention or patent or other intellectual property now or hereafter owned by or controlled by the disclosing Party. None of the information which may be submitted or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by a Party to the other Party or Parties with respect to the infringement of patents, copyrights, trademarks, trade secrets, or any other rights of third persons.

8. Relationship of Parties. Nothing in this Agreement shall grant to a Party the right to make commitments of any kind for, or on behalf of, another Party. This Agreement is not intended to be, nor shall it be construed as, a joint venture, teaming relationship, partnership, or other formal business arrangement, and no Party shall have the right or obligation to share any of the profits or bear any of the losses of another Party under any contract or subcontract performed in conjunction herewith. This Agreement shall not be construed in any manner to be an obligation to enter into a subcontract or contract or to result in any claim whatsoever by one Party against another for reimbursement of cost for any effort expended.

9. Applicable Law. This Agreement shall be interpreted according to the laws of the State of Florida, excluding its choice of law rules.

10. Limitation of Liability. Any and all costs or expense incurred by a Party arising from its performance of this Agreement shall be borne by the Party which incurred same, and no Party shall be

liable or obligated to another Party for said cost or expense. No claims arising under or relating to this Agreement, including, but not limited to, the performance of work, shall be made by any Party against another Party, except for claims relating to the violation of obligations under this Agreement. In the event any proceeding or lawsuit is brought by a Party against another Party for violation of obligations under this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the other Party.

11. Entire Agreement. This Agreement contains the entire understanding between the Parties relative to the protection of Proprietary Information to be exchanged between the Parties for the purpose stated in paragraph 1, and supersedes all prior and collateral communications, reports, and understandings between the Parties with respect to such purpose. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of the Parties. This Agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any Proprietary Information exchanged, and the duties of the Parties shall be determined exclusively by this Agreement. If any portion of this Agreement is held to be invalid, such decision shall not affect the validity of the remaining portions.

12. Authority of Representatives. Each person executing this Agreement represents and warrants that each has full authority to enter into this Agreement on behalf of his/her company, and that each has been delegated the authority to bind his/her company in this Agreement.

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns. The waiver of any provision in any instance shall not be construed as a waiver in all other instances.

14. Audit Procedures. If either Party believes that Proprietary Information is not being handled in accordance with this Agreement, that Party shall try to resolve their concerns. Failing a resolution of these concerns, if either Party has a reasonable suspicion which shall be based on fact presented to the Party to be audited, that Information has been distributed or used contrary to this Agreement then the Party with such suspicion may require (at its own expense) an audit by a mutually agreed upon independent accounting firm. The audit will consist of (1) a review of the record keeping procedures and files of the receiving Party and the business unit where the Information is suspected to have been improperly transferred, (2) an interview with the program or product area manager who was the recipient of the Information in question, and (3) an interview with the program or product area manager who is suspected of having improperly transferred the Information. The result of the audit will be a report to both Parties that provides written findings as to whether the Proprietary Information was or was not used or distributed contrary to this Agreement. If Proprietary Information was used or distributed contrary to this Agreement: (1) the Party which improperly used or distributed the Information will, within 30 days after receipt of the report of written findings, take such mutually agreed upon actions as are necessary to prevent the other Party from being prejudiced or competitively harmed by such conduct; and (2) upon the expiration of the 30 day period and the failure to achieve mutually agreed upon actions, any Party harmed, or threatened with harm, by such conduct will be entitled to such relief as is appropriate to remedy the effect of such conduct.

**IN RECOGNITION OF THE ABOVE**, the Parties have caused this Agreement to be executed on the dates set forth below.

SINTAVIA, INC

[Recipient]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brian R. Neff

Name:

Title: Chief Executive Officer

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_