

PROPRIETARY INFORMATION AGREEMENT

Effective as of the last date of execution written below, SINTAVIA, LLC (“SINTAVIA”), a Delaware limited liability company, with offices at 2500 SW 39th Street, Hollywood FL 33312, USA, and _____ (“Recipient”, together 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, 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. Definition of Proprietary Information. Proprietary Information shall be protected in accordance with the terms of this Agreement. For the purposes of this Agreement, Proprietary Information means: oral and written information, whether or not marked as “proprietary” or “confidential” made available by or on behalf of a Party with respect to its business, assets, financial condition, operations and prospects, together with any and all analyses, compilations, studies or other documents or records prepared by either Party or any of their representatives which contain or otherwise reflect or, in whole or in part, are generated from, any of the foregoing.

3. Designated Representative. 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 and its professional (e.g., legal) advisors 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. This provision shall survive termination of this Agreement.

5. Exceptions to Liability for Disclosure. Proprietary Information shall not include information that: (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 disclosing Party; 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. If the receiving Party is required to disclose any Proprietary Information pursuant to judicial action, such disclosure shall not violate this Agreement; provided, (i) the receiving Party notifies the disclosing Party so that it is afforded an opportunity to prevent such disclosure; and (ii) the disclosure is made only to the extent legally required.

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 governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

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. 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 Party¹.

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

¹ To be confirmed.

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. Equitable Remedies. It is understood and agreed that money damages may not be a sufficient remedy for breach of this Agreement and that each Party shall be entitled to specific performance and injunctive relief as remedies for any such breach, at such Party's sole expense. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

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

SINTAVIA, LLC

[Recipient]

By: _____

By: _____

Name: Brian R. Neff

Name:

Title: Chief Executive Officer

Title:

Date: _____

Date: _____