

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

This Agreement is made this between **Live Well A.P.S., Inc.** at the address of 8095 Mission Street, Brooksville, FL 34613 and:



Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(Herein collectively "the "**Parties.**")

The above Parties contemplate discussions and analysis concerning business offerings, transaction, marketing affiliations, and/or business services.

In order to facilitate such discussions and analysis, certain private and Proprietary technical, financial, client, service provider, and/or business information (hereinafter collectively Referred to as "Information") may be disclosed between the parties; and

Use of the information, or its disclosure to any person or organization other than the parties hereto and their duly authorized employees or contractors would be highly detrimental and damaging to each party;

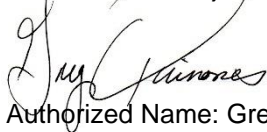
In consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. All information exchanged between the parties shall be treated as CONFIDENTIAL by the receiving party and be subject to the terms of this Agreement. Should the receiving party contest the categorization of the Information as confidential, it shall notify the disclosing party within five (5) days of receipt of such information. Until the matter is resolved as to actual status of such Information, the Information shall be presumed subject to all the terms of this Agreement.
2. Each party agrees that neither it nor any of its subsidiaries, divisions, employees, agents, contractors or other persons or organizations over which it has control, will at any time during or after the relationship between the parties hereto, directly or indirectly use the Information for any purposes not directly associated with the parties' discussions, or disseminate or disclose any of the Information to any third-party, person, or organization not connected to without the express written consent of disclosing party.
3. Each party agrees that it will undertake all necessary and reasonable steps to insure that the Information in its possession will be maintained in confidence. These steps shall include, but not necessarily be limited to:
 - (a) restricting use and disclosure of the Information to employees, agents, or contractors with a need to know. Distribution and/or use of the Information to no other parties shall be permitted.
 - (b) advising all employees, contractors and agents with access to the information of the Agreements, and the obligation to protect the Information from disclosure.
 - (c) requiring persons who use or receive the Information to take all necessary, reasonable, and prudent steps to protect the proprietary and confidential nature of the information.

4. This agreement shall become effective upon full execution by both parties and may be terminated by either party upon thirty (30) days prior written notice to the other Agreements between the parties.
5. This Agreement shall not be modified except in writing signed by both parties.
6. This Agreement is subject to all applicable Federal, State, and local governmental regulations, and shall be construed in accordance with the laws of the State of Florida.
7. The furnishing of Information hereunder shall not obligate either party to enter into any further agreement or negotiations with the other.
8. The parties hereto agree that any negotiations with any of the other party's sources or service providers shall be with the full knowledge and participation of both parties and the failure to so inform, as well as any attempt by either party to circumvent the other in any manner whatsoever, will be considered a breach of this Agreement and shall entitle the non-breaching party to take action in connection therewith.
9. In the event a breach of this Agreement, the non-defaulting party shall be entitled to all legal and equitable remedies afforded it by the laws as a result thereof and shall, in addition to any other forms of legal and equitable relief, recover from the other party all reasonable cost and attorneys fee incurred in seeking such remedy.
10. Except as required by Federal, State, or local law, neither party shall release information on items or publicity of any kind (including but not limited to news releases, articles, brochures, reports, and advertising) related to the information unless the receiving party shall have first obtained written approval from the disclosing party.
11. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, or by facsimile. The parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as on the effective date below.


Live Well A.P.S., Inc.



Authorized Name: Greg Cole Quinones

Title: President & CEO

AND

 Company Name:

Signature:

Print Authorized Name:

Title:

Effective Date: