

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into this date of _____ by and between Statewide Funding, Inc. ("COMPANY") and _____ ("CONTRACTOR").

WHEREAS, COMPANY intends to disclose certain confidential information and trade secrets, which are not readily available to the general public, (both as defined hereinafter and collectively referred to as "Confidential Information") to the CONTRACTOR with respect to the business and operations of the COMPANY in connection with the consideration by the CONTRACTOR of a potential business relationship between the COMPANY and the CONTRACTOR; and

WHEREAS, without the execution of the Agreement, the COMPANY would not disclose the Confidential Information of The COMPANY.

NOW THEREFORE, in consideration of CONTRACTOR'S continued relationship with COMPANY, the compensation to be paid in connection therewith, and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Recitals. The recitals hereinabove set forth are acknowledged by the parties to be true and correct and are incorporated herein by reference.
2. Definition of Confidential Information. For the purpose hereof, the term "Confidential Information" shall mean any and all information of a confidential nature regardless of whether it be oral or written, including but not limited to documents, communications, financial statements, documents, customer lists, business plans, supplier lists, pricing information, vendor information, biographical information, market studies and analysis, product information, and all other information, documents, items or communication disclosed by the COMPANY; provided, however, that the term Confidential Information shall not include any information which
 - a. is or becomes generally available to the public other than as a result of a breach of this Agreement;
 - b. was within THE COMPANY'S possession prior to it being furnished to THE COMPANY by THE COMPANY; or
 - c. becomes available to THE COMPANY on a non-confidentiality agreement with respect to such information.
3. Review of Confidential Information. The COMPANY shall provide the Confidential Information to The COMPANY at such time and in such matter as may be mutually determined by THE COMPANY. Confidential Information shall only be provided by THE COMPANY to those CONTRACTORS and representatives of THE COMPANY, specified by THE COMPANY in writing.
4. Disclosure of Confidential Information. THE COMPANY hereby agrees, on behalf of itself, its officers, its directors, its CONTRACTORS, its representatives, its parent, any subsidiaries or any affiliated entities controlled by THE COMPANY (collectively, the "Affiliated") as follows:
 - a. THE COMPANY shall not at anytime or in any manner or fashion, either directly or indirectly, without the prior agreement of THE COMPANY;
 - i. use, derive a benefit from or otherwise claims any proprietary interest in the Confidential Information in any way detrimental to THE COMPANY or THE COMPANY'S business;
 - ii. divulge, disclose or communicate to any third party or entity whomsoever any of the Confidential Information; or
 - iii. make any statement, public announcement or any release to trade publications or to press or make any statement to any

competitor, customer or any other third party, regarding the Confidential Information, except as may be required by a court of competent jurisdiction in order to comply with the requirements of any law, governmental order or regulation.

- b. THE COMPANY shall take all reasonable action, which shall be necessary or appropriate, to prevent the unauthorized use and disclosure of the Confidential Information, and to protect the interests of THE COMPANY in and to the Confidential Information.
 - c. THE COMPANY shall require its Affiliates to abide by the terms of this Agreement and retain all Confidential Information in strict confidence. Furthermore, any Affiliate having access to the Confidential Information shall be required to execute a counterpart of this Agreement.
 - d. No Confidential Information shall be disclosed by THE COMPANY to any consultant, professional representative, attorney, accountant, banker or agent of THE COMPANY or otherwise (hereinafter "Related Parties") without execution of a counterpart of this Agreement by such Related Party acknowledging agreement by such Related Party to be bound by the terms and conditions hereof.
 - e. By accepting this agreement, THE COMPANY agrees to the following, regarding confidential consumer or personal information disclosed by THE COMPANY, in accordance with the Gramm-Leach-Bliley Act and the Office of the Comptroller of the Currency regulation (12 CFR Part 40) on the Privacy of Consumer Financial Information: THE COMPANY agrees that it is prohibited from disclosing or using information provided to THE COMPANY pursuant to any agreement or contract with THE COMPANY other than to carry out the purposes of such agreement(s) or contract(s) for which THE COMPANY discloses the information to the Receiving Party or otherwise in accordance with an exemption under 12 CFR 40.14 or 40.15.
 - f. The terms of this Subsection, as well as the remedies available as a result of breaches thereof, shall survive any termination of this Agreement.
5. Remedies. THE COMPANY acknowledges that any violation of the terms of this Agreement by THE COMPANY, Affiliates or any Related Party may cause THE COMPANY immediate and irreparable harm and that the damages THE COMPANY will suffer may be difficult or impossible to measure. Therefore, in the event of any actual or threatened violation of this Agreement, THE COMPANY shall be entitled to seek and obtain a restraining order or a injunction without the necessity of posting a bond therefore, restraining or enjoining such action or threatened action by THE COMPANY, the Affiliates, any Related Party or any entity or person acting by, through or in concert with THE COMPANY, the Affiliate or any Related Party. Such remedy shall be additional to and not a limitation upon any other remedy which may otherwise be legally available to THE COMPANY, including but not limited to a remedy for damages occasioned by the breach of the terms of this Agreement (which damages shall include costs, expenses and reasonable attorneys' fees).
6. Prior Information. THE COMPANY agrees that any Confidential Information disclosed by THE COMPANY to them prior to the execution of this Agreement, shall be deemed Confidential Information and shall be subject to the terms of this Agreement.
7. Return of Information. Unless THE COMPANY otherwise agrees in writing, all Confidential Information along with all other documents, memoranda, notes and all other writing whatsoever prepared by THE COMPANY based on or arising out of the Confidential Information shall be returned to THE COMPANY (without retaining any copies thereof) within (10) days from receipt of a demand therefore by THE COMPANY; provided, however, that in the case of any information prepared by THE COMPANY, THE COMPANY may, in the alternative, destroy such information and thereafter supply THE COMPANY with written certification and verification of its destruction.

8. Relationship of Parties. Nothing contained in this Agreement shall authorize, empower, or constitute THE COMPANY as an agent of THE COMPANY in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of THE COMPANY. Nothing contained in this Agreement or in the relationship between THE COMPANY and THE COMPANY, created by this Agreement, shall be deemed to constitute a partnership, joint venture or any other relationship.
9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and no amendment, modification or waiver of any paragraphs or provisions thereto shall be valid unless undertaken in conformity with this Agreement and unless in writing and signed by all parties hereto.
10. Attorneys' Fees. In the event of a dispute with reference to this Agreement, the prevailing party shall be entitled to attorneys' fees and costs incurred in resolving such dispute at all levels, including appeals.
11. Governing Law. This agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the States of Florida, United States of America, without regard to principles of conflict of law and irrespective of the fact that one or more parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country.
12. Venue/Jurisdiction. In the event of the institution of any such action, suit or proceeding, each of the parties hereto hereby consents to the exclusive jurisdiction and venue of the courts of the State of Florida located in Miami-Dade County, Florida and the United States District Court in and for the Southern District of Florida with respect to any matter relating to this Agreement and the performance of the parties' obligations hereunder and each of the parties hereto hereby further consents to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of either of the parties hereto relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgments entered in such courts. The parties hereby agree that services of process may be made in any manner permitted by the rules of such courts and the laws of the State of Florida.
13. No Implied Waivers. The failure of either party to require the performance by the other party to any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.
14. Authorization. The parties signing this Agreement represent that they have the full authority to do so.
15. Binding Effect. This agreement, and any amendments hereto made in accordance herewith, shall be binding upon parties hereto, their legal representatives, assignees and creditors and all other persons with notice or knowledge of this Agreement, whether such notice is constructive or actual.
16. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterparts will for all purposes be deemed an original instrument, but all such counterparts together will constitute but one and the same agreement.
17. Severability. If any paragraph or provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions hereof, all of which paragraphs and provisions and portions thereof are hereby declared severable.
18. Facsimile Execution Facsimile signatures on counterparts of this Agreement are hereby authorized and acknowledged as if such facsimile signatures were an original execution, and this agreement shall be deemed as executed when an executed facsimile hereof is transmitted by a party.

19. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, the parties have executed this agreement on this ____ day of _____, _____.

COMPANY: **Statewide Funding, Inc.**

Print Name

Title

Signature

CONTRACTOR:

Print Name

Title

Signature