

NON-DISCLOSURE AND CONFIDENTIAL AGREEMENT

This Agreement is entered into this ___ day of _____, 20___ by and between DataSoft Corporation with offices at Fort Lauderdale, Florida, USA (hereinafter "Recipient") and _____, with offices at _____ (hereinafter "Discloser", "Disclosing").

WHEREAS Discloser possesses certain ideas and information relating to Company Accounting Information that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of repairing, correcting, or changing electronic database accounting files;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.
2. Confidential Information. The term "Confidential Information" as used in this Agreement shall mean any data, electronic files or information that is competitively sensitive material and not generally known to the public.
 - 2.1 No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose set forth above.
 - 2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.
 - 2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:
 - (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
 - (b) has become publicly known through no wrongful act of Recipient;
 - (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
 - (d) was independently developed by Recipient without use of the Confidential Information; or
 - (e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Obligation to Maintain Confidentiality. With respect to Confidential Information:

The Recipient and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement

The Recipient Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by the Disclosing Party using a reasonable degree of care, but not less the that degree of care used in safeguarding its own similar information or material;

6. Term and Termination. The obligations of this Agreement shall be continuing for 2 weeks following the agreement effective date. DataSoft destroys all electronic data files, any printed or electronic documents pertaining to the Discloser data 3 days following the completion of work assigned to be performed.

7. Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws. Each part consents to the exclusive jurisdiction of the courts located in the State of Florida for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue of any such suit, action or proceeding in such courts.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DataSoft Corporation

Signed: _____

Name: XXXXXXXXXXXXX

Title: Operations Manager

DISCLOSER _____

Signed: _____

Name: _____

Title: _____