

CONFIDENTIALITY & NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement ("Agreement") is made and effective the ___ day of _____ 20___ by and between:

Temporary Disaster Shelters, Inc., a company duly organized under the laws of State of Florida, USA, having a registered office at 327 Lexie Court, Merritt Island Florida 32952, USA, hereinafter ("**First Party**") and _____, duly organized under the laws of State of ___ USA having an office at _____, USA hereinafter ("**Second Party**").

The Party disclosing Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving the Confidential Information shall be referred to as the "**Recipient**".

1. Definitions.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with the Disclosing Party.

"Confidential Information" shall include all information of a confidential or proprietary nature disclosed a) by the First Party related to the Temporary Disaster Shelters, Inc. products and services, and First Party's business; b) information disclosed by the Second Party related to the Second Part's business; or c) information disclosed in respect of the Proposed Transaction, which is verbal, written, electronic or by any other means and which is hereby designated by the Disclosing Party as being confidential and which consists of but not limited to intellectual property, materials, papers, reports, systems, processes, tools, machinery, concepts, designs, procedures, protocols or formulas that is commercially valuable to the disclosing party and non-public (in the sense that confidentiality affords to a competitive advantage over competitors) or any data or information that is important, competitively sensitive, such as but not limited to professional contacts, referral sources, vendor sources, investors, suppliers, sub-contractors, marketing strategies, strategic plans, business plan, rules and regulations, identification of and arrangements with strategic partners and affiliates, policies and procedures, web page designs and associated documentation, information relating to unannounced transactions or agreements, third party data, pricing policies, financial information, client lists, accounts payable and receivable information, information concerning employees, physical plans and internal performance results. Confidential Information shall include both tangible and intangible information in whatever form or medium provided, as well as all information generated by the Disclosing Party or by its representatives.

"Proposed Transaction" means the possible future relationship between First Party and Second Party in respect of any business relationship involving the Temporary Disaster Shelters, Inc. products or related projects or activities.

2. Recipient's Obligations.

2.1 Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Disclosing Party and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Disclosing Party, and shall disclose it only to its officers, directors, or employees who are required to have the information in order to carry out the contemplated evaluation. The terms and conditions of this Agreement shall apply to all officers, directors and employees of the Recipient. Recipient agrees to provided no lesser security

measures and degree of care than those which Recipient would apply to its own confidential and or proprietary information and warrants to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons or from unauthorized disclosure, copying or use. Recipient agrees to notify the Disclosing Party in writing of any misuse or misappropriation of such Confidential Information that may come to his attention.

2.2 Each Party shall be responsible and liable for compliance with the obligations set forth in this agreement by its officers/directors/employees.

2.3 Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Disclosing Party to any other party whatsoever except with the specific prior written authorization of Disclosing Party

2.4 Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Recipient agrees that it will not make use of, reproduce, disseminate, or in any way disclose to any third party, person, firm or business, any Confidential Information without the prior express written consent of the Disclosing Party. Upon the request of Disclosing Party, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days thereafter.

3. Term. The obligations of Recipient herein shall be effective from the date of execution of this Agreement and shall continue for a period of (two) 2 years from the date the Parties cease any discussions in respect of the Proposed Transaction. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Disclosing Party and Recipient, by a trustee of Recipient in bankruptcy, or by Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Commercial Use. The Recipient agrees not to use the Confidential Information disclosed to it by the Disclosing Party for its own commercial use or for any purpose including for the benefit of itself or any third party directly or indirectly.

5. Intellectual Property Rights

5.1 All rights, titles and interests in and to all works and other materials provided pursuant to this Agreement, including all rights in copyrights, research, documents, business development plans or strategies data, reports, audio and video materials, databases, or other materials, systems, processes, tools and/or machinery, created by the Recipient or by an employee of the Recipient, or used or produced by the Recipient arising out of the disclosure of Confidential Information of the Disclosing Party to the Recipient, including any modifications, enhancements, or derivative works therefor and/or other intellectual property rights pertaining thereto ("Work Product"), shall be held by the Disclosing Party, and all Work Product shall, to the extent possible, be considered works made by Recipient for the benefit of the Disclosing Party. Recipient shall mark all Work Product with Disclosing Party's copyright or

other proprietary notices as directed by Disclosing Party and shall take all actions deemed necessary by Disclosing Party to protect Disclosing Party's rights therein. In the event that the Work Product does not constitute work made by the Recipient for hire for the benefit of the Disclosing Party under applicable law, or in the event that Recipient otherwise retains any rights to any Work Product, Recipient agrees to assign, and upon creation thereof hereby automatically assigns, all rights, titles, and interests in and to such Work Product to the Disclosing Party, without further consideration. Recipient agrees to execute any documents of assignment or registration of copyright requested by Disclosing Party respecting any and all Work Product.

5.2 All rights, titles and interests in and to any data, and materials furnished to Recipient by Disclosing Party are and shall remain the property of Disclosing Party.

6. Return of Confidential Information

6.1 If discussions in relation to the Proposed Transaction cease, or Disclosing Party so requests in writing at any time, a senior officer of Recipient must immediately (a) return to Disclosing Party all the Confidential Information received by Recipient; and (b) destroy or permanently erase all copies supplied to it or made by it, or by the persons who have received Confidential Information.

6.2 Recipient will, immediately upon the request of Disclosing Party, confirm in writing (such confirmation to be signed by a director of Recipient that it has complied with its obligations under this Clause 6.

7. Other Information. Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement.

8. Non-Competition and Non-Circumvention Both Parties agree that neither Second Party nor any employee of the Second Party shall use any Confidential Information obtained from the First Party to directly or indirectly compete with the business of the First Party for a period of Two (2) years from the date of termination or expiration of this agreement. Both Parties agree that neither Second Party nor any employee of the Second Party shall use any Confidential Information obtained from the First Party to directly or indirectly compete with the business of the First Party for a period of Two (2) years from the date of termination or expiration of this agreement. The foregoing restriction means that the Second Party and any employee of the Second Party shall not use Confidential Information to establish, engage, own, manage, operate, join, consult, solicit or accept employment in a business which is a competitor of or similar to that of Temporary Disaster Shelters, Inc. and/or the business of the First Party. Second Party agrees not to use any Confidential Information to solicit, directly or indirectly, any investor, referral source or third party introduced by the First Party or of any of its Affiliates during the term of this Agreement and for a period of Five (5) years from the date of termination or expiration of this agreement

9. No License. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by either party

to enter to a relationship with the other party nor as an encouragement to invest or expend funds in furtherance of any such relationship.

10. No Publicity. Recipient agrees not to disclose to any third party for marketing purposes or otherwise, any relationship, services or its participation in any undertaking for, with or on behalf of the Disclosing Party, the existence or terms and conditions of this Agreement or any agreement which may hereinafter be entered with the Disclosing Party, or the fact that discussions have been held or are being held with Disclosing Party, without the express prior written consent of the Disclosing Party to do so. Except upon mutual written agreement, or as may be required by law, neither Party shall in any way or in any form disclose the existence or terms of this Agreement, the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or work covered by this Agreement.

11. Remedies for Breach. The parties understand and acknowledge that the Confidential Information has been developed or obtained by either Party by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of said Party which provided said Party with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration of the disclosure of the Confidential Information, the Recipient agrees to hold in confidence and not to disclose the Confidential Information to any person or entity during the term of this Agreement and for a period of two (2) years thereafter without the prior written consent of Disclosing Party. The Recipient further agrees that it shall copy or modify any Confidential Information without the prior written consent of the Disclosing Party. Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party's business and expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach of any covenant or agreement set forth herein. Accordingly, the Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party, and that, in addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain relief against the threatened breach of this Agreement or the continuation of any such breach during the term of this Agreement and for a period of two (2) years thereafter. In addition, the Recipient agrees that during the term of this Agreement and for a period of two (2) years thereafter, if it appears that the Recipient has disclosed Confidential Information or has utilized or intends to utilize the Confidential Information for its own benefit in violation of this Agreement, the Disclosing Party shall be entitled to obtain an Injunction to restrain the Recipient, in whole or in part. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

12. Governing Law and Equitable Relief. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, United States of America and Recipient consents to the exclusive jurisdiction of the Brevard County, Florida, USA courts for any dispute arising out of this Agreement.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

13.2 No Assignment. Neither Party may assign this Agreement or any interest herein without the Other Party's express prior written consent.

13.3 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13.4 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to the address set out in this Agreement or such other address as either Party may specify by notice in writing to the others.

13.5 No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13.6 Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

13.7 Survival. The provisions of Articles 2, 4, 5, 6, 7, 8, 9, 10, 11,12 and 13 shall survive termination and shall continue for a period of (2) years after termination of this Agreement.

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

For: The First Party For:

The Second Party

By: _____

By: _____

Name: Charles M. Ferrall

Name: _____

Title: President

Title: _____