Non Disclosure Agreement

You and STFB Inc. (the “Company”) have entered into this agreement to define your responsibilities with respect to information received and to be received from the Company in the course of your review of the software, the normal course of doing business and any future development processes.

1. All the information, whether it be documentation, specifications, development information, documentation guidelines, pricing information, reference information, customer information, and any and all other information given to you by and about the Company and the Companies Products by the Company, shall be deemed to be “Confidential Information” for purposes of this Agreement.

2. You will not contact any of the references or customers provided to you for any reason other than to request information about their use of the software, and inquire about any assistance that they can offer you. You will not attempt to sell them any products or services and you agree not to disclose any of their information to any other parties.

3. You shall not use or disclose any of the Confidential Information without the Company’s prior written permission, except for information which, when you received it, was well known to you as evidenced by prior written materials or publications.

4. You understand that the material that you are reviewing is already covered and protected by Copyright and other laws and is material that has to be licensed from the Company by you in order for it to be used by you in any manner.

5. You agree that you will not use the Confidential Information for any purpose other than that required for the purposes of reviewing the software.

6. You represent that you have no obligations or commitments inconsistent with this Agreement.

7. You agree to limit disclosure of Confidential Information received hereunder to only those of your officers and employees who are directly concerned with the discussions between you and the Company. You shall advise your officers and employees of the proprietary nature of the Confidential Information and shall use all reasonable safeguards to prevent the unauthorized disclosure of such Confidential Information by them.

8. Nothing contained in this Agreement shall require either party to enter into any future agreement with the other. When you are finished with your review or upon request by the Company, you shall promptly return all materials containing Confidential Information, including all extracts and copies thereof, to the Company, and delete whatever electronic copies of these materials that you have made or have stored on any electronic devices in your possession.

9. You agree that the remedy at law of the Company would be inadequate as to any unauthorized use or disclosure of the Confidential Information by you and agree that the Company shall be entitled to preliminary and permanent injunctions in any court of competent jurisdiction to prevent such unauthorized use or disclosure by you.

10. The internal laws of the State of Florida shall govern this agreement. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Hendry County, Florida or the federal courts in the State of Florida to resolve any disputes arising under this agreement.

__________________________________________________________  ____________________________________________________________
Signature & Date                                               Print Name & Title

__________________________________________________________  ____________________________________________________________
Company Name                                                  Email Address