



Non-Disclosure Agreement

Mutual

V: 210412

The individual or organization representative who has transacted an electronic signature on this Non-Disclosure Agreement (the “Entity”) and Reine Media Incorporated (the “Company”) located at 13046 Race Track Road, Suite 248, Tampa, Florida 33626, hereby agree as follows pursuant to this Non-Disclosure Agreement (the “Agreement”) effective as of the last date the agreement was physically or electronically signed (the “Effective Date”):

In connection with discussions between Entity and Company (the “Parties”) concerning a potential transaction or business relationship (the “Transaction”), each of the Parties has requested that the other Party provide access to certain Confidential Information (as defined below).

For purposes of this Agreement, the Party disclosing or providing access to Confidential Information shall be referred to as the “Disclosing Party” and the Party receiving Confidential Information or being introduced shall be referred to as the “Receiving Party.”

As used in this Agreement, the term “Confidential Information” means and includes any and all oral and written information that has not previously been made available to the public, including, but not limited to, the following:

a. Trade secrets concerning the business and affairs of the Disclosing Party, product specifications, concepts, market data, planning and financial information, know-how, inventions and ideas, concepts, software, equipment, designs, drawings, techniques, processes, systems, models, data, source code, object code, documentation, diagrams, flow charts, past, current and planned research and development, customer lists, current and anticipated customer requirements, price lists, business plans or opportunities, business strategies, marketing plans or opportunities, marketing strategies, future projects or products under consideration, procedures, information related to costs, prices, suppliers, vendors, customers and employees disclosed either directly or indirectly, in writing, orally or by drawings or inspection of equipment and software, and all other technical, business or other information which is considered proprietary and/or confidential by the Disclosing Party;

b. Information concerning the business and affairs of the Disclosing Party (which could include historical financial statements, financial projections, budgets, expenses, historical and projected sales, the names and backgrounds of key personnel, personnel training techniques and materials), however documented, that has been or may hereafter be provided or shown to the other Party by the Disclosing Party or the directors, officers, employees, agents,



Companies, advisors, or other representatives including legal counsel, accountants or financial advisors (“Representatives”) of the Disclosing Party or is otherwise obtained from review of documents or property or discussions with the Disclosing Party’s Representatives by the Receiving Party or the Receiving Party’s Representatives (including current or prospective financing sources) or Representatives of the Receiving Party’s Representatives irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party or the Receiving Party’s Representatives containing or based, in whole or in part, on any information included in the foregoing. Any trade secrets of the Disclosing Party will also be entitled to all of the protections and benefits under any applicable law;

c. The existence of this Agreement, the fact that discussions or negotiations are taking place between the Parties, or any of the terms, conditions or other facts with respect to the Transaction or discussions related thereto, including the status thereof and the fact that Confidential Information has been made available.

The Receiving Party shall:

- Restrict disclosure of the Confidential Information solely to those Representatives of the Receiving Party with a need to know for the purpose of analyzing the Transaction (and such disclosure will be limited to only so much of the Confidential Information as is necessary for the particular individual to perform his function) and not disclose it to any other individuals or entities. Upon request at any time, Receiving Party shall provide the Company with a list of Representatives to whom the Confidential Information has been released;
- Advise its Representatives who receive the Confidential Information of the obligation of confidentiality hereunder and obtain suitable assurances from them that they will observe the confidentiality obligations imposed hereunder;
- Not reproduce or copy any of the Confidential Information, in whole or in part, except as necessary to analyze said information effectively;
- Use the Confidential Information strictly for the purpose of analyzing the Transaction; and
- At the request of the Disclosing Party, return together with any copies thereof, the Confidential Information when no longer needed or when the discussions are completed, whichever occurs first, other than with respect to any Confidential Information that the Receiving Party is required to retain pursuant to applicable law, regulatory rule, court order or other legal process.

Without prior discussion and written consent, neither Party shall disclose publicly or to any person either the existence of this Agreement, the fact that discussions or negotiations are taking place between the Receiving Party and the Disclosing Party, or any of the terms,



conditions or other facts with respect to the Transaction or discussions related thereto, including the status thereof and the fact that Confidential Information has been made available.

Neither Party shall use the Confidential Information in a manner intended to compete with the business of the other Party. It is acknowledged that Parties are in different businesses and have entered into this Mutual Non-Disclosure Agreement and discussions to determine what services can potentially be “Transacted” between Parties.

Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any information which:

- Was previously known to such party free of any other obligation to keep it confidential; or
- At the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Receiving Party or its Representatives in violation of this Agreement); or
- Is independently developed by such Party without reliance on any Confidential Information of the other party; or
- Is received from a third party whose disclosure to the Receiving Party or its Representatives would not violate any confidentiality obligation; or
- Is approved in writing for release by the Disclosing Party.

If the Receiving Party or any of the Receiving Party’s Representatives are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party or such Representative, as the case may be, will provide the Disclosing Party with prompt notice of such request so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other appropriate remedy.

Each of the Parties hereby acknowledges and agrees that unauthorized violations of the non-disclosure provisions herein, even without intent to harm, could cause substantial and irreparable damage to the Disclosing Party or its Contacts, the degree of which might be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed other than as described herein.



The disclosure of Confidential Information in the manner provided for herein in no way obligates either Party to undertake any transaction or other business association with each other.

Neither Party hereto may assign, transfer or sell its rights under the Agreement, or delegate its obligations hereunder without the prior written consent of the other party. Any purported assignment without such consent shall be void and unenforceable. Any purchaser of either Party or all or substantially all of the assets of either Party shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

If any provision of this Agreement will be adjudged to be invalid or unenforceable by any court of competent jurisdiction, or by operation of any applicable law, it shall not affect the validity of any other provision hereof, but such other provision shall remain in full force and effect.

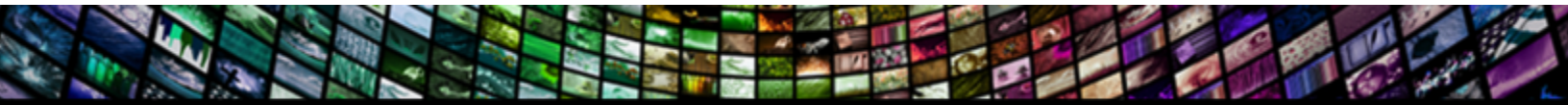
No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof, or failure to exercise, preclude any other or future exercise thereof.

This Agreement sets forth the entire agreement regarding the Confidential Information, and supersedes all prior negotiations, understandings and agreements. No provision of this Agreement may be modified, waived or changed except by a writing signed by the Parties.

This Agreement shall be governed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law. The parties agree that any proceedings relating in any way to this Non-Disclosure Agreement or the transactions contemplated hereby shall be brought and enforced in the Superior Court of the State of Florida for the County of Hillsborough and the parties hereby waive any objection to jurisdiction or venue in any such proceedings commenced in or removed to such courts.

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This Agreement shall become effective on the Effective Date and shall continue in perpetuity unless or until both Parties agree to release the other Party.



REINE MEDIA™

All Confidential Information is provided “As is” without any warranties, express, implied or otherwise, regarding its accuracy and completeness. Any representations regarding the Confidential Information, if any, will be contained in the documentation consummating the Transaction, if any.

***** END OF GENERAL SERVICES AGMT *****