

Anidea Engineering, Inc. NONDISCLOSURE AGREEMENT

_____ located at _____, (hereinafter referred to as the Provider) and Anidea Engineering, Inc. of 8020 Belvedere Rd. Ste #1, West Palm Beach, FL 33411, the following person (hereinafter referred to as the Recipient) hereby agree to the following:

I. General Objectives:

The general purpose of this agreement is to safeguard the financial and/or business interests of Provider as regards trade and business opportunities and advantages conferred upon Recipient by Provider.

II. Duration of Agreement:

This agreement shall commence on _____ and shall continue for a period of 3 years.

III. Nondisclosure:

Recipient agrees to at all times hold in the strictest confidence all nonpublic, proprietary information of Provider, so identified and disclosed to Recipient by Provider. Recipient will not use such information for its own benefit except with the consent of Provider and consistent with Provider's best interest. Recipient shall not disclose such confidential information to any person, firm, corporation, or other entity other than Recipient's own employees or agents, unless otherwise directed to do so by Provider. Recipient shall employ all reasonable measure to ensure that its agents and employees maintain the confidence of Provider. The scope of the non disclosure

is _____.

IV. Indemnity:

Recipient agrees to indemnify and hold Provider and its affiliates harmless to the full extent permitted by law, from and against all claims, damages, losses, liabilities and expenses (including, without limitation, attorney's fees) related to or arising out of any proposed business transaction regardless of whether such transaction was consummated with any persons or parties introduced to Recipient by Provider or from the use of any information provided by Provider; provided, however, that Recipient shall not be required to indemnify Provider for any claims, damages, losses, liabilities, and expenses that are ultimately determined to have resulted from Provider's gross negligence or willful misconduct.

V. Injunctive Relief:

Provider believes that the information and disclosures it is willing to provide are of a unique character, and that the determination of the amount of damages for a breach of this agreement by Recipient would be extremely difficult to determine. Therefore, the parties agree that Provider may obtain from court of competent jurisdiction in an proper venue, a restraining order or injunction preventing the Recipient from disclosing or improperly using any information, or from attempting to enter into any business transaction without providing Provider with its due compensation from any transaction arising under this and/or any related agreement. Likewise, Recipient may obtain from a court of competent jurisdiction in any proper venue, a restraining order or injunction preventing Provider from disclosing or improperly obtaining confidential information of Recipient.

VI. Governing Law, Venue and Arbitration:

This agreement shall be construed under and governed by the laws of the State of Florida. The parities hereto agree that, except for any injunctive relief sought under Section V above, any dispute arising directly or indirectly from this agreement shall be settled either by suit or by arbitration, to be decided by the Provider, in the venue of Palm Beach County, Florida. Any arbitration will be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgement upon the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof.

VII. Binding Effect:

This agreement shall be biding on and inure to the benefit of the parities hereto and to their respective successors in interests, agents, affiliates and assigns, for the term of this agreement.

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VIII. Entire Agreement:

This agreement sets forth the entire understanding between the parties as to nondisclosure and replaces any and all prior written and/or oral agreements and representations, and any and all contemporaneous oral agreements with respect to the subject matter hereto.

IX. Amendments:

No modification, alteration, or amendment of the agreement shall be valid or binding unless in writing signed by the parties hereto.

X. Severability:

In the event that any provision of this agreement shall be held to be invalid, the same shall not affect in any respect whatsoever, the validity of the remainder of this agreement.

XI. Attorney's fees:

In the event of arbitration or litigation to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

XII. Waiver:

No waiver of any provisions of this agreement shall be deemed, or shall constitute a waiver of any other provisions whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

XIII. Authority:

The parties and signatories hereto represent to each other that the signature(s) below written are duly authorized and bind the respective parties to this agreement.

XIV. Counterparts and Facsimile Signatures:

This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this agreement by exchange of facsimile copies bearing facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this agreement by such party. Such facsimile copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the day and year first written above (pg. 1, supra.).

Provider's Signature: _____

Date: _____

Recipient's, Anidea Engineering, Inc., Signature: _____

Date: _____