



CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Confidentiality and Non-Circumvention Agreement (the "Agreement") is made as of _____ 200_ between LIGHTHOUSE CONSULTING and ASSET MANAGEMENT, INC> ("LIGHTHOUSE CONSULTING") and _____ ("Company") and any other and all, related party associated with the named, ("Company").

1. For purposes of this Agreement, the term "Confidential Information" means any information disclosed to Company by or on behalf of LIGHTHOUSE CONSULTING, including but not limited to information about LIGHTHOUSE CONSULTING and its affiliate's businesses, services, products, processes, relationships, formulas, designs, formats, marketing plans and materials, analyses; strategies, forecasts, research, underwriting criteria, and names, addresses and any other characteristics, identifying information or aspects of LIGHTHOUSE CONSULTING and its clients' customers or debtors or any information derived from any of the foregoing and is deemed by LIGHTHOUSE CONSULTING as confidential and/or proprietary in nature. Confidential Information shall not include any information which (i) is or becomes available to the public other than as a consequence of a breach of any obligation of confidentiality; or (ii) is disclosed pursuant to judicial action and no suitable protective order, or equivalent remedy, is available.
2. The Company agrees and guarantees that no intermediaries, associates, or any parties directly or indirectly involved with this or any other transaction will in any way attempt to circumvent LIGHTHOUSE CONSULTING by dealing with sources revealed regarding confidential information for a period of twenty four (24) months from execution of this Agreement unless prior written authorization is obtained from the undersigned parties. This shall include any and all introductions and relationships made to Company by LIGHTHOUSE CONSULTING that Company does not already have an ongoing relationship.

3. The Company agrees that its review and inspection shall be on its own behalf and not as an agency, representative or broker of any undisclosed party. Neither the LIGHTHOUSE CONSULTING nor any of its Representatives has made or makes any representation or warranty as to the accuracy or completeness of the Confidential Information. The Company agrees that neither LIGHTHOUSE CONSULTING nor its Representatives shall have any liability to it or any of its Representatives resulting from the provision or use of Confidential Information.
4. Company hereby agrees to hold in strict confidence and trust all Confidential Information and agrees not to disclose, sell, rent, reproduce, or otherwise provide, directly or indirectly, any Confidential Information or anything related to the Confidential Information without the prior written consent of LIGHTHOUSE CONSULTING. Company may disclose Confidential Information only to its employees who agree to be bound by the terms of this Agreement, and then only to the extent necessary to carry out the legitimate use of the Confidential Information. Company further agrees that it may use the Confidential Information only in connection with its express agreements with LIGHTHOUSE CONSULTING and not for Company's own purposes or for the benefit of any third party. Company agrees to require any of its employees who obtain Confidential Information to comply with this Agreement and also agrees to be responsible for any breach of this Agreement by such employees.
5. When requested by LIGHTHOUSE CONSULTING, Company agrees to return to LIGHTHOUSE CONSULTING any and all Confidential Information received by Company from or on behalf of LIGHTHOUSE CONSULTING.
6. In addition to the understandings set forth herein with respect to the Confidential Information, Company agrees to keep strictly confidential and not disclose to any third party, the fact or any aspect of ongoing or completed negotiations or of business dealings between LIGHTHOUSE CONSULTING and Company. Company agrees that it will not use or disclose LIGHTHOUSE CONSULTING's name, trade name, or other proprietary designation, or its affiliates, clients or customers, except as necessary to perform its obligations to or on behalf of LIGHTHOUSE CONSULTING without LIGHTHOUSE CONSULTING's prior written consent.
7. Company understand that in the event it fails to comply with this Agreement, LIGHTHOUSE CONSULTING may suffer irreparable harm which may not be adequately compensated for by monetary damages alone. Company, therefore, agrees that in the event of its breach or threatened breach of this Agreement, LIGHTHOUSE CONSULTING shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law.

8. If LIGHTHOUSE CONSULTING shall prevail in any action at law or in equity to enforce the provisions of this Agreement, Company shall pay LIGHTHOUSE CONSULTING's costs and expenses, including reasonable attorney's fees. This Agreement shall be governed by the construed in accordance with the law of the State of Florida.
9. This Agreement contains the entire understandings of the parties hereto with respect to the subject matter hereof, supersedes any prior oral or written agreements with respect to such, and may only be modified in writing. This Agreement shall remain in full force and effect until a subsequent, written agreement, if any, which expressly provides for confidentiality is executed by the parties hereto. The parties hereto recognize and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

IN WITNESS WHEREOF, a duly authorized representation of both LIGHTHOUSE CONSULTING and Company has executed this Agreement as of the date set forth below.

Signing on behalf of all parties for Company:

By: _____
Title: _____
Date: _____
Phone: _____ - _____ - _____
Email address: _____ @ _____
Fax: _____

LIGHTHOUSE CONSULTING

By: Phillip W Duff
Title: President
Date

Please return this via fax to 904-687-0149